

<i>SERFF Tracking Number:</i>	<i>NWST-128300381</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>The Northwestern Mutual Life Insurance Company</i>	<i>State Tracking Number:</i>	
<i>Company Tracking Number:</i>			
<i>TOI:</i>	<i>H11G Group Health - Disability Income</i>	<i>Sub-TOI:</i>	<i>H11G.003 Long Term</i>
<i>Product Name:</i>	<i>MN 992-LTD/0911</i>		
<i>Project Name/Number:</i>	<i>MN 992-LTD/0911/MN 992-LTD/0911</i>		

Filing at a Glance

Company: The Northwestern Mutual Life Insurance Company

Product Name: MN 992-LTD/0911	SERFF Tr Num: NWST-128300381	State: Arkansas
TOI: H11G Group Health - Disability Income	SERFF Status: Closed-Approved	State Tr Num:
Sub-TOI: H11G.003 Long Term	Co Tr Num:	State Status: Approved-Closed
Filing Type: Form		Reviewer(s): Donna Lambert
	Authors: Alan Smith, Sharon Denman, Blanche Sabo	Disposition Date: 07/02/2012
	Date Submitted: 05/07/2012	Disposition Status: Approved
Implementation Date Requested:		Implementation Date:

State Filing Description:

General Information

Project Name: MN 992-LTD/0911	Status of Filing in Domicile: Pending
Project Number: MN 992-LTD/0911	Date Approved in Domicile:
Requested Filing Mode: Review & Approval	Domicile Status Comments: Filing submitted to Wisconsin, our state of domicile, on May 7, 2012
Explanation for Combination/Other:	Market Type:
Submission Type: New Submission	Overall Rate Impact:
Filing Status Changed: 07/02/2012	
State Status Changed: 07/02/2012	Deemer Date:
Created By: Sharon Denman	Submitted By: Sharon Denman
Corresponding Filing Tracking Number:	
Filing Description:	

The Northwestern Mutual Life Insurance Company is filing for review and approval Group Long Term Disability Insurance Policy Amendment Form MN 992-LTD/0911 and the corresponding Group Long Term Disability Insurance Certificate Attachment Form MN 992-LTDC/0911. These forms do not replace any previously approved forms.

Our Group Long Term Disability product, filed under Group Policy Form MN 992-LTD and Group Certificate Form MN 992-LTDC, was approved for use in your state effective July 30, 1993.

The purpose of this filing is to provide options for Policyowner negotiation; an Infectious Disease Definition of Disability,

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a Progressive Illness Benefit, a Professional Liability Premium Benefit, and more variability for returning to work.

The specific design of each group policy is negotiated and agreed upon by Northwestern Mutual and the Policyowner at the time of policy issue. The appropriate language is then automatically included in the body of the policy and certificate.

There is no deviation from generally accepted insurance practices.

This group insurance product is, and will continue to be, marketed through normal insurance channels (insurance brokers and representatives) to groups traditionally eligible for group insurance. The majority of group policies will be issued to employers to cover their employees.

While the attached forms are submitted on 8 ½ by 11 pages, we may also print the same text in a booklet format (5 ½ by 8 ½ pages) or on electronic media (e.g. CD-ROM, Internet), if requested by the Policyowner. We may also issue certificates in a foreign language, based upon a direct translation of the filed wording.

The forms meet and exceed the requirements of the Arkansas Life and Disability Insurance Policy Language Simplification Act, when included within the base policy and certificate.

Please feel free to contact me with any questions you may have, or if you need anything further with respect to this filing.

Sincerely,
Sharon K. Denman
Senior Compliance Analyst
Group Insurance Administration
Phone: (971) 321-6842
Fax: (971) 321-8369
sharon.denman@standard.com
State Narrative:

Company and Contact

Filing Contact Information

Sharon Denman, Senior Compliance Analyst	sharon.denman@standard.com
900 SW Fifth Avenue	971-321-6842 [Phone]
C14C	971-321-8369 [FAX]

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TOI: H11G Group Health - Disability Income Sub-TOI: H11G.003 Long Term

Product Name: MN 992-LTD/0911

Project Name/Number: MN 992-LTD/0911/MN 992-LTD/0911

Portland, OR 97204

Filing Company Information

The Northwestern Mutual Life Insurance Company	CoCode: 67091	State of Domicile: Wisconsin
720 East Wisconsin Avenue	Group Code: 860	Company Type: Life
Rm S845	Group Name:	State ID Number:
Milwaukee, WI 53202	FEIN Number: 39-0509570	
(414) 271-1444 ext. [Phone]		

Filing Fees

Fee Required?	Yes
Fee Amount:	\$100.00
Retaliatory?	No
Fee Explanation:	\$50.00 per form x 2 forms
Per Company:	No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
The Northwestern Mutual Life Insurance Company	\$100.00	05/07/2012	58992636

SERFF Tracking Number:	NWST-128300381	State:	Arkansas
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Company Tracking Number:			
TOI:	H11G Group Health - Disability Income	Sub-TOI:	H11G.003 Long Term
Product Name:	MN 992-LTD/0911		
Project Name/Number:	MN 992-LTD/0911/MN 992-LTD/0911		

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Donna Lambert	07/02/2012	07/02/2012

Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending Industry Response	Donna Lambert	06/07/2012	06/07/2012	Sharon Denman	06/29/2012	06/29/2012
Pending Industry Response	Donna Lambert	05/10/2012	05/10/2012	Sharon Denman	05/24/2012	05/24/2012

<i>SERFF Tracking Number:</i>	<i>NWST-128300381</i>	<i>State:</i>	<i>Arkansas</i>
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<i>TOI:</i>	<i>H11G Group Health - Disability Income</i>	<i>Sub-TOI:</i>	<i>H11G.003 Long Term</i>
<i>Product Name:</i>	<i>MN 992-LTD/0911</i>		
<i>Project Name/Number:</i>	<i>MN 992-LTD/0911/MN 992-LTD/0911</i>		

Disposition

Disposition Date: 07/02/2012

Implementation Date:

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: NWST-128300381 State: Arkansas

Filing Company: The Northwestern Mutual Life Insurance Company State Tracking Number:

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TOI: H11G Group Health - Disability Income Sub-TOI: H11G.003 Long Term

Product Name: MN 992-LTD/0911

Project Name/Number: MN 992-LTD/0911/MN 992-LTD/0911

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification	Approved	Yes
Supporting Document	Application	Approved	Yes
Supporting Document	previously approved MN 992-LTD and MN 992-LTDC on July 30, 1993	Approved	Yes
Supporting Document	previously approved DOL	Approved	Yes
Supporting Document	LTD Sample	Approved	Yes
Supporting Document	Policy Info	Approved	Yes
Supporting Document	Guaranty Association Notice	Approved	Yes
Supporting Document	previously approved physician definition	Approved	Yes
Supporting Document	1993 Allocation approval	Approved	Yes
Form (revised)	Amendment Group Long Term Disability Policy	Approved	Yes
Form	Amendment Group Long Term Disability Policy	Replaced	Yes
Form (revised)	Amendment Group Long Term Disability Certificate	Approved	Yes
Form	Amendment Group Long Term Disability Certificate	Replaced	Yes

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TOI: H11G Group Health - Disability Income Sub-TOI: H11G.003 Long Term
Product Name: MN 992-LTD/0911
Project Name/Number: MN 992-LTD/0911/MN 992-LTD/0911

Objection Letter

Objection Letter Status Pending Industry Response
Objection Letter Date 06/07/2012
Submitted Date 06/07/2012
Respond By Date 07/09/2012

Dear Sharon Denman,

The July 16, 1993 letter to Mr. John Shields and the July 30, 1993 letter to Ms. Deborah L. Huff contained in the attachment to the Supporting Documentation tab state that the following forms were approved on the condition that changes to the Allocation of Authority and the Time of Payment of claims provisions were made.

MN992-LTC / MN992- LTDC
MN992-STD / MN992-STD
MN992-CONV / MN992-CONVC

Since the copies of the forms are stamped "Disapproved," please confirm and certify that they have been issued in accordance with the revisions referenced in the letters. (If you would, please confirm and certify on SERFF Tracking # NWST-128300321 that the Short-Term Disability forms were also issued with the agreed-upon corrections.)

After making the following revisions to the policy, and applicable corresponding revisions to the certificate, please attach the forms to the Form Schedule tab for final review.

Objection 1

- previously approved MN 992-LTD and MN 992-LTDC on July 30, 1993 (Supporting Document)

Comment: Please add a Clean Claims provision. RR 43 Sec. 12(a).

Objection 2

- previously approved MN 992-LTD and MN 992-LTDC on July 30, 1993 (Supporting Document)

Comment: Policy Section 7.4, Time of Payment of Claim.

Loss of time benefits must be paid not later than every 30 days (not 60). ACA 23-86-108(6). (This revision should have already been made due to the July 16 and July 30, 1993 letters mentioned above.)

Objection 3

- previously approved MN 992-LTD and MN 992-LTDC on July 30, 1993 (Supporting Document)

Comment: Revise the Information to Accompany Policies Notice. Bulletin 15-2009

SERFF Tracking Number: NWST-128300381 *State:* Arkansas
Filing Company: The Northwestern Mutual Life Insurance *State Tracking Number:*
Company
Company Tracking Number:
TOI: H11G Group Health - Disability Income *Sub-TOI:* H11G.003 Long Term
Product Name: MN 992-LTD/0911
Project Name/Number: MN 992-LTD/0911/MN 992-LTD/0911

Objection 4

- previously approved MN 992-LTD and MN 992-LTDC on July 30, 1993 (Supporting Document)

Comment: Policy Sections 1.6 and 10.2, Incontestability.

Please add to the Incontestability provision that the misrepresentation must be material.

Objection 5

- previously approved MN 992-LTD and MN 992-LTDC on July 30, 1993 (Supporting Document)

Comment: Page 27 of the policy, Physician or Practitioner.

Services provided by a psychological examiner must be paid if the contract provides benefits for mental health coverage. ACA 23-79-142.

Objection 6

- previously approved MN 992-LTD and MN 992-LTDC on July 30, 1993 (Supporting Document)

Comment: Review RR 18 Sec. 5 and revise any definitions that do not match those in this Rule.

A.C.A. 23-79-109(1)-(5) sets forth the procedure by which filings may be deemed approved upon the expiration of certain time periods with no affirmative action by the commissioner. If the commissioner determines that additional information is needed to make a decision regarding approval, such request for information will be made to the company. The filing will not be considered complete until said additional information is received. The time periods set forth in this statute will not begin to run until the filing is complete.

Please feel free to contact me if you have questions.

Sincerely,

Donna Lambert

SERFF Tracking Number: NWST-128300381 State: Arkansas
Filing Company: The Northwestern Mutual Life Insurance Company State Tracking Number:
Company Tracking Number:
TOI: H11G Group Health - Disability Income Sub-TOI: H11G.003 Long Term
Product Name: MN 992-LTD/0911
Project Name/Number: MN 992-LTD/0911/MN 992-LTD/0911

Response Letter

Response Letter Status Submitted to State
Response Letter Date 06/29/2012
Submitted Date 06/29/2012

Dear Donna Lambert,

Comments:

Thank you for the Objection letter of June 7, 2012.

I apologize for the misunderstanding. When I provided the previously approved documents from July 30, 1993, that is all I provided. I didn't realize you would want to see previously approved amendments to those original filings. When those amendments are incorporated into the original filing, I believe what we currently issue is in compliance. I have also included a sample policy.

Response 1

Comments: We believe the Notice Of Decision provision, previously approved January 7, 2002, complies with RR 43 Sec. 12(a). Please see page 19 of the sample policy.

Related Objection 1

Applies To:

- previously approved MN 992-LTD and MN 992-LTDC on July 30, 1993 (Supporting Document)

Comment:

Please add a Clean Claims provision. RR 43 Sec. 12(a).

Changed Items:

Supporting Document Schedule Item Changes

Satisfied -Name: previously approved DOL

Comment:

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Response 2

SERFF Tracking Number: NWST-128300381 State: Arkansas
Filing Company: The Northwestern Mutual Life Insurance Company State Tracking Number:
Company Tracking Number:
TOI: H11G Group Health - Disability Income Sub-TOI: H11G.003 Long Term
Product Name: MN 992-LTD/0911
Project Name/Number: MN 992-LTD/0911/MN 992-LTD/0911

Comments: I was unable to locate a the 1993 approved change. Please see page 18 of the sample policy. I did locate the 1993 approval of Allocation and have included it. Please see page 20 of the sample policy

Related Objection 1

Applies To:

- previously approved MN 992-LTD and MN 992-LTDC on July 30, 1993 (Supporting Document)

Comment:

Policy Section 7.4, Time of Payment of Claim.

Loss of time benefits must be paid not later than every 30 days (not 60). ACA 23-86-108(6). (This revision should have already been made due to the July 16 and July 30, 1993 letters mentioned above.)

Changed Items:

Supporting Document Schedule Item Changes

Satisfied -Name: LTD Sample

Comment:

Satisfied -Name: 1993 Allocation approval

Comment:

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Response 3

Comments: Attached is the Policy Information Notice we currently use. I believe it complies with Bulletin 15-2009. I believe you previously requested a revision to the Guaranty Association Notice. I've attached the one we currently provide.

Related Objection 1

Applies To:

- previously approved MN 992-LTD and MN 992-LTDC on July 30, 1993 (Supporting Document)

Comment:

Revise the Information to Accompany Policies Notice. Bulletin 15-2009

Changed Items:

Supporting Document Schedule Item Changes

Satisfied -Name: Policy Info

SERFF Tracking Number: NWST-128300381 State: Arkansas
 Filing Company: The Northwestern Mutual Life Insurance Company State Tracking Number:
 Company Tracking Number:
 TOI: H11G Group Health - Disability Income Sub-TOI: H11G.003 Long Term
 Product Name: MN 992-LTD/0911
 Project Name/Number: MN 992-LTD/0911/MN 992-LTD/0911

Comment:

Satisfied -Name: Guaranty Association Notice

Comment:

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Response 4

Comments: This is not previously approved. I have revised the current amendments to include "material" in the two Incontestability provisions.

Related Objection 1

Applies To:

- previously approved MN 992-LTD and MN 992-LTDC on July 30, 1993 (Supporting Document)

Comment:

Policy Sections 1.6 and 10.2, Incontestability.

Please add to the Incontestability provision that the misrepresentation must be material.

Changed Items:

No Supporting Documents changed.

Form Schedule Item Changes

Form Name	Form Number	Edition Date	Form Type	Action	Action Specific Data	Readability Score	Attach Document
Amendment Group Long Term Disability Policy	MN 992-LTD/0911		Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	Initial		57.000	revised MN 992 LTD 0911.pdf
Previous Version							
Amendment Group Long Term Disability Policy	MN 992-LTD/0911		Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement	Initial		57.000	MN 992 LTD 0911.pdf

SERFF Tracking Number: NWST-128300381 State: Arkansas

Filing Company: The Northwestern Mutual Life Insurance Company State Tracking Number:

Company Tracking Number:

TOI: H11G Group Health - Disability Income Sub-TOI: H11G.003 Long Term

Product Name: MN 992-LTD/0911

Project Name/Number: MN 992-LTD/0911/MN 992-LTD/0911

Amendment Group	MN 992-	or Rider		
Long Term Disability	LTDC/091	Certificate Amendment, Initial	57.000	revised
Certificate	1	Insert Page, Endorsement		MN 992
		or Rider		LTDC
				0911.pdf

Previous Version

Amendment Group	MN 992-	Certificate Amendment, Initial	57.000	MN 992
Long Term Disability	LTDC/091	Insert Page, Endorsement		LTDC
Certificate	1	or Rider		0911.pdf

No Rate/Rule Schedule items changed.

Response 5

Comments: previously approved amendment from November 1996 includes the definition of physician. We believe this definition does comply with ACA 23-79-142. Please see page 9 of the sample policy.

Related Objection 1

Applies To:

- previously approved MN 992-LTD and MN 992-LTDC on July 30, 1993 (Supporting Document)

Comment:

Page 27 of the policy, Physician or Practitioner.

Services provided by a psychological examiner must be paid if the contract provides benefits for mental health coverage. ACA 23-79-142.

Changed Items:

Supporting Document Schedule Item Changes

Satisfied -Name: previously approved physician definition

Comment:

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Response 6

SERFF Tracking Number:	NWST-128300381	State:	Arkansas
Filing Company:	The Northwestern Mutual Life Insurance Company	State Tracking Number:	
Company Tracking Number:			
TOI:	H11G Group Health - Disability Income	Sub-TOI:	H11G.003 Long Term
Product Name:	MN 992-LTD/0911		
Project Name/Number:	MN 992-LTD/0911/MN 992-LTD/0911		

Objection Letter

Objection Letter Status	Pending Industry Response
Objection Letter Date	05/10/2012
Submitted Date	05/10/2012
Respond By Date	06/11/2012

Dear Sharon Denman,

Please attach copies of Group Policy Form MN 992-LTD and Group Certificate Form MN 992-LTDC, which were approved for use effective July 30, 1993

A.C.A. 23-79-109(1)-(5) sets forth the procedure by which filings may be deemed approved upon the expiration of certain time periods with no affirmative action by the commissioner. If the commissioner determines that additional information is needed to make a decision regarding approval, such request for information will be made to the company. The filing will not be considered complete until said additional information is received. The time periods set forth in this statute will not begin to run until the filing is complete.

Please feel free to contact me if you have questions.

Sincerely,
Donna Lambert

SERFF Tracking Number: NWST-128300381 State: Arkansas
Filing Company: The Northwestern Mutual Life Insurance Company State Tracking Number:
Company Tracking Number:
TOI: H11G Group Health - Disability Income Sub-TOI: H11G.003 Long Term
Product Name: MN 992-LTD/0911
Project Name/Number: MN 992-LTD/0911/MN 992-LTD/0911

Response Letter

Response Letter Status Submitted to State
Response Letter Date 05/24/2012
Submitted Date 05/24/2012

Dear Donna Lambert,

Comments:

Thank you for the objection letter of May 10, 2012.

Response 1

Comments: A copy of Group Policy Form MN 992-LTD and Group Certificate Form MN 992-LTC is included under the Supporting Documentation tab.

Changed Items:

Supporting Document Schedule Item Changes

Satisfied -Name: previously approved MN 992-LTD and MN 992-LTDC on July 30, 1993

Comment:

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

We hope this meets with your approval.

Sincerely,

Alan Smith, Blanche Sabo, Sharon Denman

SERFF Tracking Number: NWST-128300381 State: Arkansas

Filing Company: The Northwestern Mutual Life Insurance Company State Tracking Number:

Company Tracking Number:

TOI: H11G Group Health - Disability Income Sub-TOI: H11G.003 Long Term

Product Name: MN 992-LTD/0911

Project Name/Number: MN 992-LTD/0911/MN 992-LTD/0911

Form Schedule

Lead Form Number:

Schedule Item	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
Approved 07/02/2012	MN 992-LTD/0911	Policy/Cont Amendment Group ract/Fratern Long Term Disability al Policy Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		57.000	revised MN 992 LTD 0911.pdf
Approved 07/02/2012	MN 992-LTDC/0911	Certificate Amendment Group Amendmen Long Term Disability t, Insert Certificate Page, Endorseme nt or Rider	Initial		57.000	revised MN 992 LTDC 0911.pdf

AMENDMENT TO GROUP LONG TERM DISABILITY INSURANCE POLICY FORM

Attached to and made a part of Group Policy Form MN 992-LTD

Group Policy Form MN 992-LTD is amended to update policy language, and include the following provisions for any Policyowner who negotiates inclusion of such language into its Long Term Disability policy issued by us. The use of brackets ([]) indicate the language is optional or variable; optional language is either included or removed in entirety, while variable language shows possible language choices or the most common number range used within the brackets.

1. In order to provide loss of license language, **SECTION 2.3 DEFINITION OF DISABILITY**, is amended to add the following language:

[Optional:

Note: **[Optional;** Except as provided in the Infectious Disease Definition of Disability section,] you are not Disabled from your Own Occupation merely because your right to perform your Own Occupation is restricted, including a restriction or loss of license. The loss of a professional license, occupational license, or certification does not, in itself, constitute Disability.]

2. In order to provide an **INFECTIOUS DISEASE** option, these sections are amended as follows:

In the Specifications section, 2.3 DEFINITION OF DISABILITY is amended to add the following underlined option:

2.3 DEFINITION OF DISABILITY

Own Occupation Period: **[Variable;** ranges from the first 12 months for which benefits are paid to the entire Maximum Benefit Period.]

Any Occupation Period: From the end of the Own Occupation Period to the end of the Maximum Benefit Period.

Partial Disability: Covered.

[Optional:

Infectious Disease

Definition Of Disability: Covered.]

SECTION 2.3 DEFINITION OF DISABILITY, is amended to add the following Infectious Disease language:

2.3 DEFINITION OF DISABILITY

You are Disabled if you meet one of the following definitions during the period it applies:

- * Own Occupation Definition of Disability;
- * Any Occupation Definition of Disability; or
- * Partial Disability Definition[;**Optional:** or
- * Infectious Disease Definition of Disability.]

[Optional;

Infectious Disease Definition of Disability.

During the period preceding the Beginning Date and during the Own Occupation Period you are considered Disabled if you are a Medical Professional, have an Infectious Disease, are not Disabled as a result of any other Sickness, Injury, Pregnancy or Mental Disorder, and:

- * Your right to perform the usual duties you perform in the job you are regularly performing for your Employer is restricted by:
 - (1) your state licensing board;
 - (2) a governing body other than the state licensing board;
 - [Optional;**
 - (3) an authority that grants hospital privileges;]
 - [Optional;**
 - (4) the Employer]; **[Variable;** and/or]
- * You are unable to earn more than **[Variable; 40-100]**% of your **[Optional; Indexed]** Predisability Earnings because of disclosure **[Optional;** or compliance with regulations requiring disclosure] of an Infectious Disease.

Exclusions for Infectious Disease Definition of Disability. You are not covered for a Disability caused or contributed to by any of the exclusions listed in **SECTION 5. EXCLUSIONS AND LIMITATIONS**. You are not covered for a Disability caused or contributed to by an Infectious Disease if:

- * You first test positive for the Infectious Disease at any time before **[Variable;** the effective date of your insurance under the Group Policy or the effective date of an Insurance Increase/your insurance under the Group Policy or an Insurance Increase has been continuously in effect for **[Variable; 30 to 730]** days].
- * You are eligible to receive LTD Benefits for any other Disability.
- [Optional;**
- * You are infected as a result of exposure to an inoculation or vaccine for communicable disease.]
- [Optional;**
- * You have an Infectious Disease for which there is an effective and approved inoculation, vaccine, or treatment that you have refused.]

Definitions For Infectious Disease Disability.

Insurance Increase. This is any of the following:

- * An elective increase in the amount of your LTD Benefit or the length of your Maximum Benefit Period.
- * An elective decrease in the length of time preceding your Beginning Date.
- * The addition of or an increase in any other benefit.

Medical Professional. This is [Variable; a Medical Doctor (M.D.)/Registered Nurse (R.N.)/Licensed Practical Nurse (L.P.N.)/Physician Assistant (P.A.)/Doctor of Dental Surgery (D.D.S.)/Doctor of Medical Dentistry (D.M.D.)] licensed under state law and practicing within the scope of the license.

Infectious Disease. This means you are infected with a disease categorized as communicable by the United States Centers For Disease Control which is potentially threatening to the well being of your patients with whom you come into contact.

The Infectious Disease must not present any physical or mental symptoms that cause you to be otherwise Disabled.

Infection with an Infectious Disease must be proven by a test licensed by the United States Food and Drug Administration and administered by standards established by the United States Centers for Disease Control. Any diagnostic test for an Infectious Disease must not be self administered.]

SECTION 2.10 WHEN BENEFITS END, is amended to add the following option:

Your benefits end automatically on the earliest of:

[Optional:

- * With respect to an Infectious Disease Disability, the date the Infectious Disease no longer presents a reasonable risk of transmission to patients.]

3. **SECTION 2.5 BENEFIT AMOUNTS,** is amended to add the following underlined variations and optional language:

[Optional:

Return To Work Benefit. The Return To Work Benefit will be paid in place of your LTD Benefit, if you are working while Disabled. Your Return To Work Benefit equals the amount determined below.

Amount of Return To Work Benefit:

- * **[Optional:** During the **[Variable; 12 months]** immediately after the date you first return to work], your Return To Work Benefit equals your LTD Benefit minus the amount of your Work Earnings which, when added to your LTD Benefit, exceeds **[Variable; 100%]** of your Indexed Predisability Earnings.

[Optional:

- * After those first **[Variable; 12 months]**, your Return To Work Benefit equals your LTD Benefit minus **[Variable; one-half]** of your Work Earnings.]

- Or -

[Optional:

- * After those first **[Variable; 12 months]**, your Return To Work Benefit equals your LTD Benefit, multiplied by your Loss Of Earnings, divided by your Indexed Predisability Earnings.

Thus, the Return To Work Benefit is determined as follows:

$$\frac{\text{LTD Benefit}}{\text{Indexed Predisability Earnings}} \times \frac{\text{Loss Of Earnings}}{\text{Return To Work Benefit}} =$$

Work Earnings. This is your gross monthly earnings from work you perform while Disabled, including earnings from your Employer or any other employer or self-employment **[Optional; for which you become employed after the date of your Disability. Work Earnings includes any increases, except regularly scheduled increases, in earnings from employment from any other employer or self-employment in which you were engaged prior to the date of your Disability.]** Your earnings will be included in Work Earnings when you have the right to receive them. If you are paid in a lump sum or on a basis other than monthly, the Company will prorate your Work Earnings over the period of time to which they apply. If no period of time is stated, the Company will use a reasonable one.

4. **SECTION 5.1 PREEXISTING CONDITION EXCLUSION**, is amended to add the following options:

[Optional:

Insurance Increase: **[Optional;** This is an elective increase in the amount of your LTD Benefit or the length of your Maximum Benefit Period;] **[Optional;** an elective decrease in the length of your Beginning Date; or] **[Optional;** the addition of or increase in any other benefit.]

-OR-

[Optional;

Insurance Increase. This is an increase in the amount of your benefit, an increase in your Maximum Benefit Period, a decrease in the length of the period before your Beginning Date, or the addition of or increase in any other benefit caused by a change in the provisions of the Policy selected by your Employer.]

5. **SECTION 5.3 LIMITATIONS**, is amended to add the following underlined options:

[Optional:

Alcoholism Or Drug Abuse: Payment of benefits is limited to not more than a total of **[Variable;** ranges from 12 to 36] months for each period of continuous Disability caused or contributed to by your alcoholism, drug addiction, or use of any hallucinogen.]

[Optional:

Mental Disorder And Substance Abuse or Dependency. Benefits will not be provided for more than **[Variable;** ranges from 12 to 60] monthly benefit periods **[Optional; for each period of Disability caused or contributed to by]** **[Optional;** in total for your lifetime for all Disabilities or losses primarily due to] any Mental Disorder, or Substance Abuse Or Dependency. This limitation will not apply if at the end of **[Variable;** ranges from 12 to 60] months of benefits, you are confined in a hospital and are continuously confined thereafter. For purposes of this limitation:

Mental Disorder. This is any disease, condition or disorder, whether organic or inorganic, customarily within the scope of treatment of psychiatrists, psychologists, psychotherapists or counselors. This includes, but is not limited to:

- * psychosis, psychoneurosis, anxiety and depression; and
- * behavioral, adjustment, emotional, personality and stress-related disorders.]

6. In order to provide a **PROGRESSIVE ILLNESS BENEFIT**, the Group Policy is amended to add the following option:

[Optional:

2.20 PROGRESSIVE ILLNESS BENEFIT.

Eligibility. You will be eligible for the Progressive Illness Benefit, if you are **[Optional; first]** diagnosed with a Progressive Illness **[Optional; after you become covered for this benefit under the Group Policy]** **[Optional; or while you were covered for a similar benefit under the Prior Plan]** and you subsequently become Disabled as a result of the Progressive Illness.

Progressive Illness Benefit. If you become Disabled from a Progressive Illness, your Predisability Earnings will be based on the greater of your earnings, as defined in the Predisability Earnings provision, that is in effect on:

- (1) Your last full day of Active Work; or
- (2) If you are a Partner, P.C. Partner, LLC Owner-Employee, Sole Proprietor or S-Corporation Shareholder: the date you have a loss of Predisability Earnings due to the Progressive Illness of at least **[Variable; 10-50%]** of your highest Predisability Earnings within the last **[Variable; 2-5]** tax years, but not prior to your diagnosis of the Progressive Illness.

For all other Members: the date you have a loss of Predisability Earnings due to the Progressive Illness of at least **[Variable; 10-50]** % of your highest Predisability Earnings within the last **[Variable; 2-5]** tax years, but not prior to your diagnosis of the Progressive Illness.

All other terms and conditions of the Group Policy in effect on the date of your Disability will apply.

Progressive Illness. This is a noninfectious Physical Disease which increases in scope or severity over time.

Physical Disease. This is a physical disease entity or process that produces structural or functional changes in the body as diagnosed by a Physician. **[Optional; Physical Disease does not include any Mental Disorders.]]**

7. In order to provide a **PROFESSIONAL LIABILITY PREMIUM BENEFIT**, the Group Policy is amended to add the following option:

[Optional:

2.21 PROFESSIONAL LIABILITY PREMIUM BENEFIT.

The Company will pay a Professional Liability Premium Benefit to you or your Employer for **[Variable; Professional Liability Insurance Premium]** if the premium costs are incurred and paid after you become **[Optional; Partially]** Disabled.

Eligibility. You will be eligible for the Professional Liability Premium Benefit if:

- * With respect to the **[Variable; Professional Liability Insurance Premium]** you, if you **[Optional; are a [Variable; physician], and you]** are **[Optional; Partially]** Disabled;

- * You are **[Optional; Partially]** Disabled and are receiving a monthly LTD Benefit;
- * You or your Employer are not eligible for reimbursement or payment of Professional Liability Premium under any other insurance policy; and
- * You provide the Company with satisfactory Proof Of Loss that:
 - (1) **[Variable; Professional Liability Insurance Premium]** costs were incurred and paid by you or your Employer within **[Variable; 1-24]** months after you became **[Optional; Partially]** Disabled; and
 - (2) Your professional liability carrier has been notified of your **[Optional; Partial]** Disability.

Professional Liability Premium Benefit. The benefit payable is the lesser of:

- * **[Variable; \$1,000 - 100,000]** per **[Optional; Partial]** Disability; or
- * the actual total premiums paid by you or your Employer for **[Variable; Professional Liability Insurance Premium]** for you.

[Optional; In the event that both the Professional Liability ERP Premium Benefit and the Professional Liability Insurance Premium Benefit are payable, the total combined benefits will not exceed **[Variable; \$1,000 - 100,000] per **[Optional; Partial]** Disability.] [In no event will the combined benefit exceed **[Variable; \$1,000 - 100,000 -or- 1-20 times your Maximum Benefit]** in your lifetime].**

In no event will the sum of all **[Variable; Professional Liability Insurance Premium]** Benefits exceed the maximums noted above.

Payment of the **[Variable; Professional Liability Insurance Premium]** Benefit will not reduce the LTD Benefit amount for which you are eligible.

The Professional Liability Premium Benefit is payable as a lump sum or in installments dependent upon how you or your Employer are paying the **[Variable; Professional Liability Insurance Premium]**.

Definitions for Premium Liability Benefit.

[Optional;

Professional Liability Extended Reporting Period (ERP) Premium. This means the premium paid by you or your Employer to endorse the professional liability insurance policy that is in force at the onset of Disability. Such endorsement is made in order to extend the reporting period required after the expiration of a claims made basis professional liability coverage policy.]

[Optional;

Professional Liability Insurance Premium. This means the premium paid by you or your Employer for insurance to protect against claims made for professional negligence by act or omission by you in which care provided deviates from accepted standards of practice in the medical community and causes injury or death to the patient. The premium paid must be as a result of an endorsement made to a professional liability insurance policy that was in force at the onset of Partial Disability and the endorsement must be a result of your Partial Disability.]

When the Professional Liability Premium Benefit Ends.

The Professional Liability Premium Benefit will end on the earliest of:

- * with respect to the **[Variable; Professional Liability Insurance Premium]**, the date you are no longer **[Optional; Partially]** Disabled;
- * the end of the Maximum Benefit Period;

- * the date you become eligible for group long term disability insurance benefits with another employer;
 - * the date you die;
 - * the date you are no longer eligible for a monthly LTD Benefit;
 - * the date you are no longer responsible for payment of [Variable; Professional Liability Insurance Premium] for yourself;
- [Optional;
- * the date you or your Employer become eligible for reimbursement for or payment of Professional Liability Premium under another insurance policy;]
- [Optional;
- * [Variable; 1-12 months] from the date the Professional Liability Premium Benefit begins.]]

8. **SECTION 1.6 INCONTESTABILITY**, is amended to add the following underlined words:

1.6 INCONTESTABILITY

When Evidence Of Insurability is required, the Company relies on the information provided. Any statement you make to obtain insurance is a representation and not a warranty. The Company may contest the validity of your insurance or reduce or deny a claim if:

- * The information you provide contains a material misrepresentation;
- * Your insurance would not have been approved if the Company had known the truth; and
- * The Company has given you a copy of the written instrument signed by you which contains the material misrepresentation.

After your insurance has been in effect for two years, the Company will not use a misrepresentation to contest its validity or reduce or deny your claim for a Disability that begins after the two year period, unless the misrepresentation was fraudulent or material.

9. **SECTION 10.2 INCONTESTABILITY OF POLICY**, is amended to add the following underlined words:

10.2 INCONTESTABILITY OF POLICY

Any statement made by the Policyowner to obtain the Policy is a representation and not a warranty.

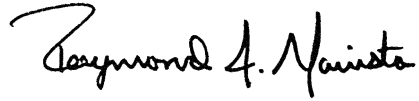
No material misrepresentation by the Policyowner will be used to deny a claim or to deny the validity of the Policy unless:

- * The Policy would not have been issued if the Company had known the truth; and
- * The Company has given the Policyowner a copy of a written instrument signed by the Policyowner which contains the material misrepresentation.

The validity of the Policy will not be contested after it has been in force for two years, except for nonpayment of premiums or fraudulent or material misrepresentations.

The Northwestern Mutual Life Insurance Company

By

A handwritten signature in black ink, reading "Raymond F. Naishta". The signature is written in a cursive style with a large initial 'R' and 'N'.

Secretary

AMENDMENT TO GROUP LONG TERM DISABILITY INSURANCE CERTIFICATE FORM

Attached to and made a part of Group Certificate Form MN 992-LTDC

Group Certificate Form MN 992-LTDC is amended to update certificate language, and include the following provisions for any Policyowner who negotiates inclusion of such language into its Long Term Disability policy issued by us. The use of brackets ([]) indicate the language is optional or variable; optional language is either included or removed in entirety, while variable language shows possible language choices or the most common number range used within the brackets.

1. In order to provide loss of license language, **SECTION 2.3 DEFINITION OF DISABILITY**, is amended to add the following language:

[Optional:

Note: **[Optional;** Except as provided in the Infectious Disease Definition of Disability section,] you are not Disabled from your Own Occupation merely because your right to perform your Own Occupation is restricted, including a restriction or loss of license. The loss of a professional license, occupational license, or certification does not, in itself, constitute Disability.]

2. In order to provide an **INFECTIOUS DISEASE** option, these sections are amended as follows:

In the Specifications section, 2.3 DEFINITION OF DISABILITY is amended to add the following underlined option:

2.3 DEFINITION OF DISABILITY

Own Occupation Period: **[Variable;** ranges from the first 12 months for which benefits are paid to the entire Maximum Benefit Period.]

Any Occupation Period: From the end of the Own Occupation Period to the end of the Maximum Benefit Period.

Partial Disability: Covered.

[Optional:

Infectious Disease

Definition Of Disability: Covered.]

SECTION 2.3 DEFINITION OF DISABILITY, is amended to add the following Infectious Disease language:

2.3 DEFINITION OF DISABILITY

You are Disabled if you meet one of the following definitions during the period it applies:

- * Own Occupation Definition of Disability;
- * Any Occupation Definition of Disability; or
- * Partial Disability Definition[;**Optional:** or
- * Infectious Disease Definition of Disability.]

[Optional;

Infectious Disease Definition of Disability.

During the period preceding the Beginning Date and during the Own Occupation Period you are considered Disabled if you are a Medical Professional, have an Infectious Disease, are not Disabled as a result of any other Sickness, Injury, Pregnancy or Mental Disorder, and:

- * Your right to perform the usual duties you perform in the job you are regularly performing for your Employer is restricted by:
 - (1) your state licensing board;
 - (2) a governing body other than the state licensing board;
 - [Optional;**
 - (3) an authority that grants hospital privileges;]
 - [Optional;**
 - (4) the Employer]; **[Variable;** and/or]
- * You are unable to earn more than **[Variable;** 40-100]% of your **[Optional;** Indexed] Predisability Earnings because of disclosure **[Optional;** or compliance with regulations requiring disclosure] of an Infectious Disease.

Exclusions for Infectious Disease Definition of Disability. You are not covered for a Disability caused or contributed to by any of the exclusions listed in **SECTION 5. EXCLUSIONS AND LIMITATIONS**. You are not covered for a Disability caused or contributed to by an Infectious Disease if:

- * You first test positive for the Infectious Disease at any time before **[Variable;** the effective date of your insurance under the Group Policy or the effective date of an Insurance Increase/your insurance under the Group Policy or an Insurance Increase has been continuously in effect for **[Variable;** 30 to 730] days].
- * You are eligible to receive LTD Benefits for any other Disability.
- [Optional;**
- * You are infected as a result of exposure to an inoculation or vaccine for communicable disease.]
- [Optional;**
- * You have an Infectious Disease for which there is an effective and approved inoculation, vaccine, or treatment that you have refused.]

Definitions For Infectious Disease Disability.

Insurance Increase. This is any of the following:

- * An elective increase in the amount of your LTD Benefit or the length of your Maximum Benefit Period.
- * An elective decrease in the length of time preceding your Beginning Date.
- * The addition of or an increase in any other benefit.

Medical Professional. This is [Variable; a Medical Doctor (M.D.)/Registered Nurse (R.N.)/Licensed Practical Nurse (L.P.N.)/Physician Assistant (P.A.)/Doctor of Dental Surgery (D.D.S.)/Doctor of Medical Dentistry (D.M.D.)] licensed under state law and practicing within the scope of the license.

Infectious Disease. This means you are infected with a disease categorized as communicable by the United States Centers For Disease Control which is potentially threatening to the well being of your patients with whom you come into contact.

The Infectious Disease must not present any physical or mental symptoms that cause you to be otherwise Disabled.

Infection with an Infectious Disease must be proven by a test licensed by the United States Food and Drug Administration and administered by standards established by the United States Centers for Disease Control. Any diagnostic test for an Infectious Disease must not be self administered.]

SECTION 2.10 WHEN BENEFITS END, is amended to add the following option:

Your benefits end automatically on the earliest of:

[Optional:

- * With respect to an Infectious Disease Disability, the date the Infectious Disease no longer presents a reasonable risk of transmission to patients.]

3. **SECTION 2.5 BENEFIT AMOUNTS,** is amended to add the following underlined variations and optional language:

[Optional:

Return To Work Benefit. The Return To Work Benefit will be paid in place of your LTD Benefit, if you are working while Disabled. Your Return To Work Benefit equals the amount determined below.

Amount of Return To Work Benefit:

- * **[Optional:** During the **[Variable; 12 months]** immediately after the date you first return to work], your Return To Work Benefit equals your LTD Benefit minus the amount of your Work Earnings which, when added to your LTD Benefit, exceeds **[Variable; 100%]** of your Indexed Predisability Earnings.

[Optional:

- * After those first **[Variable; 12 months]**, your Return To Work Benefit equals your LTD Benefit minus **[Variable; one-half]** of your Work Earnings.]

- Or -

[Optional:

- * After those first **[Variable; 12 months]**, your Return To Work Benefit equals your LTD Benefit, multiplied by your Loss Of Earnings, divided by your Indexed Predisability Earnings.

Thus, the Return To Work Benefit is determined as follows:

$$\frac{\text{LTD Benefit}}{\text{Indexed Predisability Earnings}} \times \frac{\text{Loss Of Earnings}}{\text{Return To Work Benefit}} =$$

Work Earnings. This is your gross monthly earnings from work you perform while Disabled, including earnings from your Employer or any other employer or self-employment **[Optional; for which you become employed after the date of your Disability. Work Earnings includes any increases, except regularly scheduled increases, in earnings from employment from any other employer or self-employment in which you were engaged prior to the date of your Disability.]** Your earnings will be included in Work Earnings when you have the right to receive them. If you are paid in a lump sum or on a basis other than monthly, the Company will prorate your Work Earnings over the period of time to which they apply. If no period of time is stated, the Company will use a reasonable one.

4. **SECTION 5.1 PREEXISTING CONDITION EXCLUSION**, is amended to add the following options:

[Optional:

Insurance Increase: **[Optional;** This is an elective increase in the amount of your LTD Benefit or the length of your Maximum Benefit Period;] **[Optional;** an elective decrease in the length of your Beginning Date; or] **[Optional;** the addition of or increase in any other benefit.]

-OR-

[Optional;

Insurance Increase. This is an increase in the amount of your benefit, an increase in your Maximum Benefit Period, a decrease in the length of the period before your Beginning Date, or the addition of or increase in any other benefit caused by a change in the provisions of the Policy selected by your Employer.]

5. **SECTION 5.3 LIMITATIONS**, is amended to add the following underlined options:

[Optional:

Alcoholism Or Drug Abuse: Payment of benefits is limited to not more than a total of **[Variable;** ranges from 12 to 36] months for each period of continuous Disability caused or contributed to by your alcoholism, drug addiction, or use of any hallucinogen.]

[Optional:

Mental Disorder And Substance Abuse or Dependency. Benefits will not be provided for more than **[Variable;** ranges from 12 to 60] monthly benefit periods **[Optional; for each period of Disability caused or contributed to by]** **[Optional;** in total for your lifetime for all Disabilities or losses primarily due to] any Mental Disorder, or Substance Abuse Or Dependency. This limitation will not apply if at the end of **[Variable;** ranges from 12 to 60] months of benefits, you are confined in a hospital and are continuously confined thereafter. For purposes of this limitation:

Mental Disorder. This is any disease, condition or disorder, whether organic or inorganic, customarily within the scope of treatment of psychiatrists, psychologists, psychotherapists or counselors. This includes, but is not limited to:

- * psychosis, psychoneurosis, anxiety and depression; and
- * behavioral, adjustment, emotional, personality and stress-related disorders.]

6. In order to provide a **PROGRESSIVE ILLNESS BENEFIT**, the Group Policy is amended to add the following option:

[Optional:

2.20 PROGRESSIVE ILLNESS BENEFIT.

Eligibility. You will be eligible for the Progressive Illness Benefit, if you are **[Optional; first]** diagnosed with a Progressive Illness **[Optional; after you become covered for this benefit under the Group Policy]** **[Optional; or while you were covered for a similar benefit under the Prior Plan]** and you subsequently become Disabled as a result of the Progressive Illness.

Progressive Illness Benefit. If you become Disabled from a Progressive Illness, your Predisability Earnings will be based on the greater of your earnings, as defined in the Predisability Earnings provision, that is in effect on:

- (1) Your last full day of Active Work; or
- (2) If you are a Partner, P.C. Partner, LLC Owner-Employee, Sole Proprietor or S-Corporation Shareholder: the date you have a loss of Predisability Earnings due to the Progressive Illness of at least **[Variable; 10-50%]** of your highest Predisability Earnings within the last **[Variable; 2-5]** tax years, but not prior to your diagnosis of the Progressive Illness.

For all other Members: the date you have a loss of Predisability Earnings due to the Progressive Illness of at least **[Variable; 10-50]** % of your highest Predisability Earnings within the last **[Variable; 2-5]** tax years, but not prior to your diagnosis of the Progressive Illness.

All other terms and conditions of the Group Policy in effect on the date of your Disability will apply.

Progressive Illness. This is a noninfectious Physical Disease which increases in scope or severity over time.

Physical Disease. This is a physical disease entity or process that produces structural or functional changes in the body as diagnosed by a Physician. **[Optional; Physical Disease does not include any Mental Disorders.]]**

7. In order to provide a **PROFESSIONAL LIABILITY PREMIUM BENEFIT**, the Group Policy is amended to add the following option:

[Optional:

2.21 PROFESSIONAL LIABILITY PREMIUM BENEFIT.

The Company will pay a Professional Liability Premium Benefit to you or your Employer for **[Variable; Professional Liability Insurance Premium]** if the premium costs are incurred and paid after you become **[Optional; Partially]** Disabled.

Eligibility. You will be eligible for the Professional Liability Premium Benefit if:

- * With respect to the **[Variable; Professional Liability Insurance Premium]** you, if you **[Optional; are a [Variable; physician], and you]** are **[Optional; Partially]** Disabled;

- * You are **[Optional; Partially]** Disabled and are receiving a monthly LTD Benefit;
- * You or your Employer are not eligible for reimbursement or payment of Professional Liability Premium under any other insurance policy; and
- * You provide the Company with satisfactory Proof Of Loss that:
 - (1) **[Variable; Professional Liability Insurance Premium]** costs were incurred and paid by you or your Employer within **[Variable; 1-24]** months after you became **[Optional; Partially]** Disabled; and
 - (2) Your professional liability carrier has been notified of your **[Optional; Partial]** Disability.

Professional Liability Premium Benefit. The benefit payable is the lesser of:

- * **[Variable; \$1,000 - 100,000]** per **[Optional; Partial]** Disability; or
- * the actual total premiums paid by you or your Employer for **[Variable; Professional Liability Insurance Premium]** for you.

[Optional; In the event that both the Professional Liability ERP Premium Benefit and the Professional Liability Insurance Premium Benefit are payable, the total combined benefits will not exceed **[Variable; \$1,000 - 100,000]** per **[Optional; Partial]** Disability.] [In no event will the combined benefit exceed **[Variable; \$1,000 - 100,000 -or- 1-20** times your Maximum Benefit] in your lifetime].

In no event will the sum of all **[Variable; Professional Liability Insurance Premium]** Benefits exceed the maximums noted above.

Payment of the **[Variable; Professional Liability Insurance Premium]** Benefit will not reduce the LTD Benefit amount for which you are eligible.

The Professional Liability Premium Benefit is payable as a lump sum or in installments dependent upon how you or your Employer are paying the **[Variable; Professional Liability Insurance Premium]**.

Definitions for Premium Liability Benefit.

[Optional;

Professional Liability Extended Reporting Period (ERP) Premium. This means the premium paid by you or your Employer to endorse the professional liability insurance policy that is in force at the onset of Disability. Such endorsement is made in order to extend the reporting period required after the expiration of a claims made basis professional liability coverage policy.]

[Optional;

Professional Liability Insurance Premium. This means the premium paid by you or your Employer for insurance to protect against claims made for professional negligence by act or omission by you in which care provided deviates from accepted standards of practice in the medical community and causes injury or death to the patient. The premium paid must be as a result of an endorsement made to a professional liability insurance policy that was in force at the onset of Partial Disability and the endorsement must be a result of your Partial Disability.]

When the Professional Liability Premium Benefit Ends.

The Professional Liability Premium Benefit will end on the earliest of:

- * with respect to the **[Variable; Professional Liability Insurance Premium]**, the date you are no longer **[Optional; Partially]** Disabled;
- * the end of the Maximum Benefit Period;

- * the date you become eligible for group long term disability insurance benefits with another employer;
 - * the date you die;
 - * the date you are no longer eligible for a monthly LTD Benefit;
 - * the date you are no longer responsible for payment of [Variable; Professional Liability Insurance Premium] for yourself;
- [Optional;
- * the date you or your Employer become eligible for reimbursement for or payment of Professional Liability Premium under another insurance policy;]
- [Optional;
- * [Variable; 1-12 months] from the date the Professional Liability Premium Benefit begins.]]

8. **SECTION 1.6 INCONTESTABILITY**, is amended to add the following underlined words:

1.6 INCONTESTABILITY

When Evidence Of Insurability is required, the Company relies on the information provided. Any statement you make to obtain insurance is a representation and not a warranty. The Company may contest the validity of your insurance or reduce or deny a claim if:

- * The information you provide contains a material misrepresentation;
- * Your insurance would not have been approved if the Company had known the truth; and
- * The Company has given you a copy of the written instrument signed by you which contains the material misrepresentation.

After your insurance has been in effect for two years, the Company will not use a misrepresentation to contest its validity or reduce or deny your claim for a Disability that begins after the two year period, unless the misrepresentation was fraudulent or material.

9. **SECTION 10.2 INCONTESTABILITY OF POLICY**, is amended to add the following underlined words:

10.2 INCONTESTABILITY OF POLICY

Any statement made by the Policyowner to obtain the Policy is a representation and not a warranty.

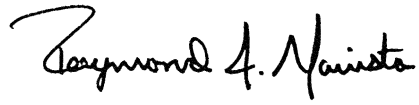
No material misrepresentation by the Policyowner will be used to deny a claim or to deny the validity of the Policy unless:

- * The Policy would not have been issued if the Company had known the truth; and
- * The Company has given the Policyowner a copy of a written instrument signed by the Policyowner which contains the material misrepresentation.

The validity of the Policy will not be contested after it has been in force for two years, except for nonpayment of premiums or fraudulent or material misrepresentations.

The Northwestern Mutual Life Insurance Company

By

A handwritten signature in black ink, reading "Raymond A. Mainster". The signature is written in a cursive style with a large initial 'R' and a distinct 'A'.

Secretary

<i>SERFF Tracking Number:</i>	<i>NWST-128300381</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>The Northwestern Mutual Life Insurance Company</i>	<i>State Tracking Number:</i>	
<i>Company Tracking Number:</i>			
<i>TOI:</i>	<i>H11G Group Health - Disability Income</i>	<i>Sub-TOI:</i>	<i>H11G.003 Long Term</i>
<i>Product Name:</i>	<i>MN 992-LTD/0911</i>		
<i>Project Name/Number:</i>	<i>MN 992-LTD/0911/MN 992-LTD/0911</i>		

Supporting Document Schedules

	Item Status:	Status
		Date:
Satisfied - Item: Flesch Certification	Approved	07/02/2012
Comments:		
Attachment:		
AR READ CERT.pdf		

	Item Status:	Status
		Date:
Satisfied - Item: Application	Approved	07/02/2012
Comments:		
Using previously approved application NM-18 91-1658(6/87) approved December 39, 1987.		
Attachment:		
DI APP.pdf		

	Item Status:	Status
		Date:
Satisfied - Item: previously approved MN 992-LTD and MN 992-LTDC on July 30, 1993	Approved	07/02/2012
Comments:		
Attachment:		
MN 992-LTD-LTDC.pdf		

	Item Status:	Status
		Date:
Satisfied - Item: previously approved DOL	Approved	07/02/2012
Comments:		
Attachment:		
1-7-02 LTD DOL ARKANSAS.pdf		

SERFF Tracking Number:	NWST-128300381	State:	Arkansas
Filing Company:	The Northwestern Mutual Life Insurance Company	State Tracking Number:	
Company Tracking Number:			
TOI:	H11G Group Health - Disability Income	Sub-TOI:	H11G.003 Long Term
Product Name:	MN 992-LTD/0911		
Project Name/Number:	MN 992-LTD/0911/MN 992-LTD/0911		

		Item Status:	Status
			Date:
Satisfied - Item:	LTD Sample	Approved	07/02/2012
Comments:			
Attachment:			
	LTD Sample Policy.pdf		

		Item Status:	Status
			Date:
Satisfied - Item:	Policy Info	Approved	07/02/2012
Comments:			
Attachment:			
	AR Policy Info.pdf		

		Item Status:	Status
			Date:
Satisfied - Item:	Guaranty Association Notice	Approved	07/02/2012
Comments:			
Attachment:			
	AR Guaranty Association Notice.pdf		

		Item Status:	Status
			Date:
Satisfied - Item:	previously approved physician definition	Approved	07/02/2012
Comments:			
Attachment:			
	11-96 LTD physician def ARKANSAS.pdf		

		Item Status:	Status
			Date:
Satisfied - Item:	1993 Allocation approval	Approved	07/02/2012
Comments:			

<i>SERFF Tracking Number:</i>	<i>NWST-128300381</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>The Northwestern Mutual Life Insurance Company</i>	<i>State Tracking Number:</i>	
<i>Company Tracking Number:</i>			
<i>TOI:</i>	<i>H11G Group Health - Disability Income</i>	<i>Sub-TOI:</i>	<i>H11G.003 Long Term</i>
<i>Product Name:</i>	<i>MN 992-LTD/0911</i>		
<i>Project Name/Number:</i>	<i>MN 992-LTD/0911/MN 992-LTD/0911</i>		

Attachment:

LTD Allocation.pdf


CERTIFICATION OF READABILITY

STATE OF ARKANSAS

<u>Re: Group Long Term Disability Insurance forms</u>		<u>Flesch Reading Ease Score</u>
LTD Insurance Policy Amendment	MN 992-LTD/0911	57
LTD Insurance Certificate Attachment	MN 992-LTDC/0911	57

I certify to the best of my knowledge and belief, the above-referenced form(s) meet or exceed the minimum reading ease score and all other readability requirements of any applicable insurance laws and regulations in the state of Arkansas.

The Northwestern Mutual Life Insurance Company



Signature

Ted Matchulat Director, Product Compliance

Name & Title

5-2-2012

Date

Application for Group Disability Insurance

**Northwestern
Mutual Life®**

Group Insurance Administration
Post Office Box 2177
Portland OR 97208-2177

Please Type or Print

1. Applicant

Full Legal Name of Organization (Exactly as it is to be shown in the policy)

Street Address

City

State

Zip Code

2. Insurance Coverage Requested

☐ Long Term Disability (LTD) ☐ Short Term Disability (STD)

3. Other Insurance

Does this insurance replace existing group insurance?

☐ No ☐ Yes

Name of Insurance Carrier(s)

NOTE: If yes, submit a copy of each existing policy.

4. Requested Effective Date

____/____/____ Actual Effective Date will be determined by Northwestern Mutual Life.

5. Initial Deposit

\$ _____ Minimum first month's premium is required.

6. Applicant Agreement

Applicant agrees that if the requested insurance is acceptable to The Northwestern Mutual Life Insurance Company under its current rules and practices, a policy will be issued in the policy language customarily used by Northwestern Mutual Life and will be effective on the date determined by Northwestern Mutual Life. **No agent has the authority to guarantee the acceptability of the requested insurance.**

Northwestern Mutual Life may issue separate policies if more than one coverage is requested in this application. The insurance, if approved, will be subject to The Northwestern Mutual Life Insurance Company's usual underwriting requirements including the Exclusions and Limitations in the Group Insurance Policy and, if applicable, Evidence of Insurability. Any insurance for which a person to be insured is required to submit satisfactory Evidence of Insurability will not become effective for that person until Northwestern Mutual Life sends written notice of approval to the Applicant. No premium will be collected or paid by the Applicant for such insurance until approved.

No brochures or other material describing coverage under the group insurance program will be distributed by the Applicant to any person to be insured without the prior written consent of Northwestern Mutual Life.

Premium rate quotations were based on the data submitted to Northwestern Mutual Life. Final premium rates will be determined on the basis of the actual composition of the group of persons who become insured.

The policy applied for is only available from The Northwestern Mutual Life Insurance Company. Only a Northwestern Mutual Life agent can be the agent of record for policies issued by Northwestern Mutual Life.

The consideration for any policy which may be issued is the payment of premiums plus the information contained in the Supplemental Information Worksheet which is incorporated herein by reference. Payment of premium after receipt of the policy is acceptance of the policy terms.

Signature of Applicant's Representative

Title

Signature of Licensed Agent

Date

Place

FRAUD NOTICES

Some states require us to inform you that any person who knowingly and with intent to injure, defraud or deceive an insurance company, or other person, files a statement containing false, or misleading information concerning any fact material hereto commits a fraudulent insurance act which is subject to civil and/or criminal penalties, depending upon the state. Such actions may be deemed a felony and substantial fines may be imposed.

For use in ARKANSAS, KENTUCKY, NEW MEXICO, AND OHIO: Some states require us to inform you that any person who knowingly and with intent to injure, defraud or deceive an insurance company, or other person, files a statement containing false, or misleading information concerning any fact material hereto commits a fraudulent insurance act which is subject to civil and/or criminal penalties, depending upon the state. Such actions may be deemed a felony and substantial fines may be imposed.

For use in COLORADO: It is unlawful to knowingly provide false, incomplete or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to the policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

For use in FLORIDA: Any person who knowingly and with intent to injure, defraud or deceive an insurance company, files a statement of claim or an application containing false, incomplete or misleading information is guilty of a felony in the third degree.

For use in MARYLAND: Any person who knowingly and willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly and willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

For use in NEW YORK: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed \$5,000 and the stated value of the claim for such violation.

For use in PENNSYLVANIA: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

Terms of Receipt (Please read carefully).

If the requested insurance is acceptable to The Northwestern Mutual Life Insurance Company under its current rules and practices, a policy will be issued in the policy language customarily used by Northwestern Mutual Life and will be effective on the date determined by Northwestern Mutual Life. No agent has the authority to guarantee the acceptability of the requested insurance.

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Premium rate quotations were based on the data submitted to Northwestern Mutual Life. Final premium rates will be determined on the basis of the actual composition of the group of persons who become insured.

The policy applied for is only available from The Northwestern Mutual Life Insurance Company. Only a Northwestern Mutual Life agent can be the agent of record for policies issued by Northwestern Mutual Life.

The consideration for any policy which may be issued is the payment of premiums plus the information contained in the Supplemental Information Worksheet which is incorporated herein by reference. Payment of premium after receipt of the policy is acceptance of the policy terms.



Northwestern Mutual®

The Northwestern Mutual Life Insurance Company

Receipt For Initial Deposit

Received from _____, an initial deposit of \$_____ * in connection with the Application for Group Disability Insurance bearing the same date as this Conditional Receipt.

Date _____ Place _____

This receipt is subject to the terms and conditions stated above.

Received By _____

Licensed Agent _____

*** All premium checks must be made payable to The Northwestern Mutual Life Insurance Company.**

Do not make check payable to the agent or leave payee blank.



**ARKANSAS
INSURANCE
DEPARTMENT**

Lee Douglass
Insurance Commissioner

400 University Tower Building
1123 South University Ave.
Little Rock, Arkansas 72204

501-686-2900

July 30, 1993

Ms. Deborah L. Huff, JD
Compliance Analyst
Group Legal Department
Group Insurance Administration
Northwestern Mutual Life
P.O. Box 2177
Portland, OR 97208-2177

RE: MN992-LTD/MN992-LTDC
MN992-STD/MN992-STDC
MN992-CONV/MN992-CONVC

Dear Ms. Huff:

This is to advise that our Department has reopened the above files which were disapproved by our Department.

Effective on this date, July 30, 1993, the above filings have been approved with the changes to the Allocation of Authority and the Time of Payment of claims.

Sincerely,

A handwritten signature in cursive script that reads "Rosalind D. Minor".

Rosalind D. Minor
Rate and Form Analyst
Life and Health Division

cc: John Shields
Cindy Uhryniewicz

RDM

COMPLIANCE

AUG 03 1993

Group Insurance Administration
Post Office Box 2177
Portland OR 97208-2177
Telephone 503/226-0400

**Northwestern
Mutual Life®**

APPROVED

JUL 30 1993

July 16, 1993

Insurance Commissioner
State of Arkansas

RECEIVED

JUL 19 1993

COMPLIANCE

AUG 03 1993

Mr. John Shields, Director
Life and Health Division
Arkansas Insurance Department
400 University Tower Building
1123 South University Avenue
Little Rock AR 72204

LIFE AND HEALTH
ARKANSAS INSURANCE DEPARTMENT

RE: MN992-LTD/MN992-LTDC
MN992-STD/MN992-STD
MN992-CONV/MN992-CONVC

OK
[Signature]

Dear Mr. Shields,

I appreciate your taking the time to speak with me this morning regarding the above referenced filings. As I mentioned, we have been in negotiations with Cindy Uhrynowycz of your Legal Department, regarding the Allocation Of Authority provision we have incorporated into our contracts.

As I understand Ms. Uhrynowicz has left the office on maternity leave, please allow me to recap the resolution of our negotiations per our July 2, 1993, conference call between Ms. Uhrynowycz, our staff attorney Phillip David and myself:

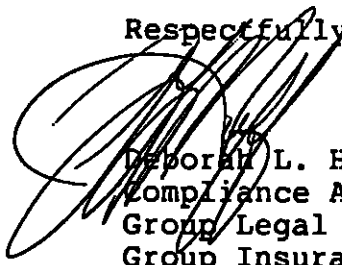
Ms. Uhrynowycz had been in contact with Don Switzer during your absence and they determined that if we would remove the last sentence of the Allocation Of Authority provision the language would be approved by the Department. We indicated that we needed to present this for Company approval prior to committing the contract language to this change. I received Company authority this morning and have enclosed the replacement pages for the LTD and STD policies and certificates. Additionally, I have created a state variation policy rider and certificate attachment for the LTD Conversion product, which was retroactively disapproved pending the same change.

As this was the last outstanding issue yet to be resolved on these product filings, I hope this change has brought our negotiations to a successful close. I look forward to receiving the Department's approval. DeLone Cates is the policy analyst on these filings, although since we have been

corresponding with Ms. Uhrynowicz, I do not know if she is aware of what has transpired. I hope that we have not inadvertently caused her any problems as this was not our intent. She has always been very pleasant to work with.

I am pleased that you have returned from your medical leave, and wish you only the best in your recovery. Please feel free to contact me if you have any questions concerning the above material or need anything further for approval.

Respectfully Submitted,



Deborah L. Huff, JD
Compliance Analyst
Group Legal Department
Group Insurance Administration
(503) 321-7847

GROUP INSURANCE POLICY

NORTHWESTERN MUTUAL LIFE

HOME OFFICE: 720 East Wisconsin Ave., Milwaukee WI 53202
GROUP INSURANCE ADMINISTRATION: PO Box 2177, Portland OR 97208

POLICY NUMBER	SAMPLE
NAME OF POLICYOWNER	ABC Company
TYPE OF COVERAGE	Group Long Term Disability
POLICY EFFECTIVE DATE	January 1, 1992

DISAPPROVED

NOV 06 1992

**INSURANCE COMMISSIONER
STATE OF ARKANSAS**

The Northwestern Mutual Life Insurance Company agrees to pay the benefits provided by the Policy, in accordance with the provisions of the Policy.

The consideration for the Policy is the application of the Policyowner and the payment by the Policyowner of premiums as provided herein.

The Policy is issued for the Initial Rate Guaranty Period shown in the Specifications. The Policy may be renewed for successive renewal periods by the payment of the Premium on each renewal date, provided the number of persons insured on each renewal date is neither less than the Minimum Participation Number nor less than the Minimum Participation Percentage shown in the Specifications. The length of successive renewal periods will be determined by the Company, but will not be less than 12 months.

For purposes of effective dates and ending dates under the Policy, all days begin and end at 12:01 A.M. Standard Time at the Policyowner's address.

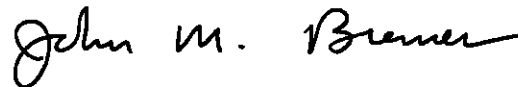
All provisions on this and the following pages are part of the Policy. The terms "you" and "your" refer to the insured Member. The term "the Company" refers to Northwestern Mutual Life. Other defined terms appear with their initial letters capitalized. Section headings, and references to them, appear capitalized and in boldface type.

The Northwestern Mutual Life Insurance Company



Chairman and C.E.O.

By



Secretary

**SUMMARY OF COVERAGE, LIMITATIONS AND EXCLUSIONS UNDER THE
ARKANSAS LIFE AND DISABILITY INSURANCE GUARANTY ASSOCIATION ACT**

ARKANSAS LIFE AND DISABILITY
INSURANCE GUARANTY ASSN.
300 UNIVERSITY TOWER BLDG
12TH & UNIVERSITY
LITTLE ROCK, AR 72204

ARKANSAS INSURANCE DEPT.
400 UNIVERSITY TOWER BLDG
12TH & UNIVERSITY
LITTLE ROCK, AR 72204

Residents of Arkansas who purchase life or disability insurance policies and annuity contracts should know that the insurance companies licensed in this state to write these types of insurance are members of the Arkansas Life and Disability Insurance Guaranty Association ("Association"). The Association was established under the provisions of the Arkansas Life and Disability Insurance Guaranty Act ("Act"). The purpose of this Association is to assure that policyholders will be protected, within the limits set forth in the Act, in the event a member insurer becomes financially unable to meet its contractual obligations. If this should happen, the Association will assess its other member insurers for the money to pay the claims of insured persons who live in this state, and in some cases, to keep coverage in force. The protection provided through the Association is limited. This protection is not a substitute for consumers' care in selecting companies that are well-managed and financially stable from which to buy insurance.

Below is a brief summary of the Act's coverages, exclusions and limits. This summary does not cover all provisions of the law; nor does it in any way change anyone's rights or obligations under the Act or the rights or obligations of the Association.

Persons Covered

Generally, individuals will be protected by the Association if they live in this state and hold a life or disability insurance contract or certificate, or an annuity contract, as defined in the Act, issued by a member insurer. The beneficiaries, payees or assignees of insured persons are protected as well, even if they live in another state.

Limits on Amount of Coverage

The Act limits the amount the Association is obligated to pay out: The Association cannot pay more than what the insurance company would owe under a policy or contract. Also, for any one insured life, the Association will pay a maximum of \$300,000--no matter how many policies and contracts there were with the same company, even if they provided different types of coverages. Within this overall \$300,000 limit, the Association will not pay more than \$100,000 in cash surrender value, \$100,000 in disability insurance benefits, \$100,000 in present value of annuities, or \$100,000 in life insurance death benefits--again, no matter how many policies and contracts there were with the same company, and no matter how many different types of

coverages. There is a \$1,000,000 limit with respect to any one contractholder for unallocated annuity benefits irrespective of the number of contracts held by the contractholder.

Exclusions from Coverage

However, persons holding policies, certificates, or contracts are not protected by the Association if:

1. they are eligible for protection under the laws of another state (this may occur when the insolvent insurer was incorporated in another state whose guaranty association protects insureds who live outside that state);
2. the insurer was not authorized to do business in this state;
3. the insurer or other entity is not required by the Act to be a member of the Association.

The Association also does not provide coverage for:

1. any policy or portion of a policy which is not guaranteed by the insurer or for which the individual has assumed the risk, such as a variable contract sold by prospectus;
2. any policy of reinsurance (unless an assumption certificate was issued);
3. interest rate yields that do not meet certain specifications described in the Act;
4. dividends or experience rating credits;
5. Association and employee benefit plans to the extent they are self-funded (that is, not insured by an insurance company, even if an insurance company administers them);
6. certain other plans and benefits which are excluded under the Act.

**STATE OF ARKANSAS
REQUIRED POLICY INFORMATION**

**Insurance Department
Address**

**Arkansas Insurance Department
Consumer Services Division
400 University Tower Building
Little Rock, Arkansas 72204**

Telephone Number

(800) 852-5494

**Name and Address of
the Insurance Company**

**Standard Insurance Company
P.O. Box 711
Portland, OR 97207**

Telephone Number

(503) 248-2700

**Name, Address, and
Telephone Number
of the Agent or Broker**

**Mr. John Doe
123 Main Street
Little Rock, AR
(123) 456-7890**

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SPECIFICATIONS

This section contains many of the features of your long term disability (LTD) insurance. Other provisions, including exclusions, limitations, and Other Income, appear in other sections. Please refer to the text of each section for full details. The Guide To Policy Provisions and Index Of Defined Terms help locate sections and definitions.

GENERAL INFORMATION

Policy Number: SAMPLE

Policyowner: ABC Company

Employer: ABC Company
XYZ Affiliate

Policy Effective Date: January 1, 1992

Policy Issued In: Arkansas

SECTION 1. BECOMING INSURED

To become insured you must:

- * Be a Member;
- * Complete your Eligibility Waiting Period For Insurance; and
- * Meet the other requirements in Section 1. Becoming Insured.

Definition of Member:
[variable; Employer determined]

- * An active employee of the Employer;
- * A citizen or resident of the United States or Canada; and
- * Regularly working 30 or more hours per week for the Employer.

You are not a Member if you are:

- * A temporary or seasonal employee;
or
- * A full time member of the armed forces of any country.

**Eligibility Waiting
Period For Insurance:**
[variable; Employer determined]

This is the period you must be a Member before you become eligible for insurance.

You meet the Eligibility Waiting Period For Insurance on the later of the Policy Effective Date; and the first day after 365 consecutive days as a Member.

Evidence Of Insurability:

Required for:

- * Any benefit amounts in excess of [variable; e.g. \$5,000];
- [Optional, for Contributory only:
- * Late application for Contributory insurance;]
- * Reinstatements if required; and
- * Members eligible but not insured under the Prior Plan.

Member Contributions:
[variable;

Noncontributory. The Policyowner or Employer pays the entire premium for your insurance.

- Or -

Contributory. You pay all or part of the premium for your insurance.]

SECTION 2. BENEFITS

2.2 BENEFIT TERMS

Beginning Date:

[variable; e.g. 91st] day of Disability in the first [variable; e.g. 105th] days after the date you become Disabled.

Maximum Benefit:

[variable; ranges from 40% to 75%] of your Predisability Earnings not to exceed:

- * [variable; e.g. \$5,000] without approved Evidence Of Insurability; or
- * [variable; e.g. \$30,000] with

approved Evidence Of
Insurability.

Minimum Benefit: [variable; e.g. \$50, 10% of Maximum Benefit not to exceed \$150, etc.]
[Optional: "if not working while Disabled"].

Maximum Benefit Period: Determined by your age when Disability begins, as follows:

[variable; e.g.

2-Year Maximum Benefit Period

Age	Maximum Benefit Period
65 or younger.....	2 years
66.....	1 year 9 months
67.....	1 year 6 months
68.....	1 year 3 months
69 or older.....	1 year

5-Year Maximum Benefit Period

Age	Maximum Benefit Period
61 or younger.....	to age 65, or for 5 years, whichever is shorter.
62.....	3 years 6 months
63.....	3 years
64.....	2 years 6 months
65.....	2 years
66.....	1 year 9 months
67.....	1 year 6 months
68.....	1 year 3 months
69 or older.....	1 year

Age 65+ Maximum Benefit Period

Age	Maximum Benefit Period
61 or younger.....	to age 65, or 3 years 6 months, if longer.
62.....	3 years 6 months
63.....	3 years
64.....	2 years 6 months
65.....	2 years
66.....	1 year 9 months
67.....	1 year 6 months
68.....	1 year 3 months
69 or older.....	1 year]

Predisability Earnings: Based on last full day of Active Work.

Earnings Period: The preceding [variable; ranges from 12 to 36] calendar months.

2.3 DEFINITION OF DISABILITY

Own Occupation Period: [variable; ranges from the first 12 months for which benefits are paid to the entire Maximum Benefit Period].

Any Occupation Period: From the end of the Own Occupation Period to the end of the Maximum Benefit Period.

Partial Disability: Covered.

Own Occupation Income Level: [variable; ranges from 40% to 100%] of your Indexed Predisability Earnings.

Any Occupation Income Level: [variable; ranges from 40% to 100%] of your Indexed Predisability Earnings.

**[Optional restriction:
Work Earnings
Limit:** [variable; ranges from 40% to 100%] of your Indexed Predisability Earnings.]

2.5 BENEFIT AMOUNTS

LTD Benefit: Your Maximum Benefit minus your Other Income.

**[Optional:
Proportionate Benefit:** Your LTD Benefit multiplied by your Loss of Earnings, divided by your Indexed Predisability Earnings.

- Or -

**Return To Work 50% Offset
Benefit:** Your LTD Benefit minus one-half of your Work Earnings.

- Or -

Return To Work Benefit:

During the 12 months immediately after the date you first return to work:

Your LTD Benefit minus the amount of your Work Earnings which, when added to your LTD Benefit, exceeds 100% of your Indexed Predisability Earnings.

After those first 12 months:

[variable;
Your LTD Benefit minus one-half of your Work Earnings.

- Or -

Your LTD Benefit multiplied by your Loss of Earnings, divided by your Indexed Predisability Earnings.]]

[Optional Benefit] Indexed Income Benefit:

Maximum Rate: [variable; ranges from 3% to 8%]

Maximum Adjusted Benefit: [variable; ranges from \$5,000 to \$30,000]

2.7 SURVIVOR BENEFIT

[variable;
Amount:

A lump sum equal to three times your Maximum Benefit.

- Or -

Amount:

If you have received benefits for at least 12 months:

The amount of the last monthly benefit payable to you will be paid to your eligible survivor for [variable; ranges from 6 to 36] months after your death.

Otherwise:

A lump sum equal to three times
your Maximum Benefit.]

[Optional:
Estate Payment: Yes]

SECTION 3. BENEFIT PROVISIONS

3.1 OTHER INCOME

Social Security Offset:
[Optional:

Any amount you or your dependents
receive or are eligible to receive
because of your disability or
retirement under the Federal Social
Security Act, the Canada Pension
Plan, the Quebec Pension Plan, or
any similar plan or act is Other
Income.

Benefits your spouse or children
receive or are eligible to receive
because of your disability are
Other Income regardless of status,
custody, or place of residence.

- Or -

Any amount you receive or are
eligible to receive because of your
disability or retirement under the
Federal Social Security Act, the
Canada Pension Plan, the Quebec
Pension Plan, or any similar plan
or act is Other Income.

Any amount your dependents receive
or are eligible to receive because
of your disability or retirement
under such plan or act which, when
added to your Maximum Benefit,
exceeds [variable; ranges from 50%
to 100%] of your Predisability
Earnings is also Other Income.

Benefits your spouse or children
receive or are eligible to receive
because of your disability are
Other Income regardless of status,

custody, or place of residence.

- Or -

Any amount you receive or are eligible to receive because of your disability or retirement under the Federal Social Security Act, the Canada Pension Plan, the Quebec Pension Plan, or any similar plan or act is Other Income.]

**Sick Pay or Salary
Continuation Offset:
[Optional:**

The amount of sick pay or other salary continuation (but not vacation pay) [variable; paid, payable] to you by your Employer which, when added to your Maximum Benefit, exceeds 100% of Indexed Predisability Earnings is Other Income.

- Or -

The amount of sick pay or other salary continuation (but not vacation pay) [variable; paid, payable] to you by your Employer is Other Income.]

SECTION 5. EXCLUSIONS AND LIMITATIONS

[Optional:

5.1 PREEXISTING CONDITION EXCLUSION

**Preexisting Condition
Period:**

The [variable; ranges from 90 to 365]-day period just before:

- * The date your insurance becomes effective; or
- * The date your Insurance Increase becomes effective.

Exclusion Period:

The first [variable; 12, 24] months you are insured.]

5.2 OTHER EXCLUSIONS:

[Optional Exclusion:

- * Occupational Disability;]
- * Intentionally self-inflicted injury; and

* War.

5.3 LIMITATIONS:

[Optional Limitation:

* Alcoholism or Drug Abuse;]

[Optional Limitation:

* Occupational Benefits;]

* Physician Or Practitioner; and

* Mental Disorder.

SECTION 6. TERMINATION

6.1 WHEN INSURANCE ENDS

Leave of Absence Period: Insurance is continued while on a leave of absence scheduled to last [30] days or less.

[Optional Provision]

6.3 CONVERSION OF INSURANCE

Your Choice of:

* Group LTD conversion insurance;
or

* Individual disability income insurance.

SECTION 9. PREMIUMS

Premium Rate during Initial
Rate Guarantee Period:

[0.23%] of each insured Member's Predisability Earnings insured under the Policy up to:

* [variable; e.g. \$5,000] without approved Evidence Of Insurability.

* [variable; e.g. \$30,000] with approved Evidence Of Insurability; or

9.2 CHANGES

Initial Rate
Guarantee Period:

[variable; ranges from 6 months to 3 years].

Advance Notice Period: 31 days.

9.3 PAYMENT OF PREMIUMS

Premium Due Dates: [January 1, 1992] and the first day of each calendar month thereafter.

9.4 GRACE PERIOD

Grace Period: 31 days.

SECTION 10. THE CONTRACT

10.7 TERMINATION OF CONTRACT

Minimum Participation:

Number: 10 Members.
Percentage: [variable;
100% of Members if Noncontributory

- Or -

75% of Members if Contributory].

Advance Notice Period: 31 days.

SECTION 1. BECOMING INSURED

[variable language]

- if insurance is Contributory -

1.1 INITIAL EFFECTIVE DATE

You are eligible for insurance if you are a Member who has completed the Eligibility Waiting Period For Insurance shown in the Specifications. To become insured for Contributory insurance you must apply in writing and agree to pay premiums. Subject to the Active Work Requirement, your Contributory insurance will become effective as determined in this section.

Evidence Of Insurability Not Required. Insurance not subject to Evidence Of Insurability will become effective on:

- * The date you meet the Eligibility Waiting Period For Insurance, if you apply on or before that date; or
- * The date you apply, if you apply within 31 days after the date you meet the Eligibility Waiting Period For Insurance.

Late Application. Evidence Of Insurability is required if you apply for Contributory insurance more than 31 days after the date you meet the Eligibility Waiting Period For Insurance.

Evidence Of Insurability Required. Insurance subject to Evidence Of Insurability will become effective on the date the Company approves your Evidence Of Insurability.

Evidence Of Insurability. When required you must:

- * Complete the forms required by the Company;
- * Sign the forms which allow the Company to obtain information about you;
- * Provide, at your expense, other information the Company may reasonably require for determining your insurability; and
- * Undergo a physical examination, if required by the Company [Optional language: ", which may include blood testing"].

- if insurance is Noncontributory -

1.1 INITIAL EFFECTIVE DATE

You are eligible for insurance if you are a Member who has completed the Eligibility Waiting Period For Insurance shown in the Specifications. Subject to the Active Work Requirement, your

Noncontributory insurance will become effective as determined in this section.

Evidence Of Insurability Not Required. Insurance not subject to Evidence Of Insurability will become effective on the date you meet the Eligibility Waiting Period For Insurance.

Evidence Of Insurability Required. Insurance subject to Evidence Of Insurability will become effective on the date the Company approves your Evidence Of Insurability.

Evidence Of Insurability. When required you must:

- * Complete the forms required by the Company;
- * Sign the forms which allow the Company to obtain information about you;
- * Provide, at your expense, other information the Company may reasonably require for determining your insurability; and
- * Undergo a physical examination, if required by the Company [Optional language: ", which may include blood testing"].

1.2 DELAYED EFFECTIVE DATE

If you do not meet the Active Work Requirement, the effective date of your insurance is delayed. Delayed insurance becomes effective on the day after you complete [variable; one full day, five consecutive full days] of Active Work.

1.3 ACTIVE WORK REQUIREMENT

The Active Work Requirement is met if you are a Member who is Actively At Work [variable; on the day, for five consecutive full days] before the scheduled effective date of your insurance. It is also met if you:

- * Are capable of Active Work on [variable; that day, those five consecutive full days], but are absent due to vacation, holiday, or scheduled day off; and
- * Were Actively At Work on the last scheduled work day before the absence.

Actively At Work and Active Work. This means you are performing the material duties of your Own Occupation at your Employer's usual place(s) of business.

1.4 REPLACEMENT COVERAGE

If you were insured under the Prior Plan on the day before the effective date of your Employer's coverage under the Policy, you do not have to meet the Eligibility Waiting Period For Insurance shown in the Specifications. [Optional, added if insurance is Contributory: If you were eligible for insurance under the Prior Plan for more than 31 days but were not insured, you must provide satisfactory Evidence Of Insurability to become insured under the Policy.]

Prior Plan. This means your Employer's group long term disability insurance plan in effect on the day before the effective date of your Employer's coverage under the Policy and which is replaced by the Policy.

1.5 INCREASED INSURANCE

An increase in your insurance does not become effective until you meet the Active Work Requirement. However, if you meet the Active Work Requirement while Disabled or during a period of Temporary Recovery, you will not qualify for any increase in insurance.

1.6 INCONTESTABILITY

When Evidence Of Insurability is required, the Company relies on the information provided. Any statement you make to obtain insurance is a representation and not a warranty. The Company may contest the validity of your insurance or reduce or deny a claim if:

- * The information you provide contains a misrepresentation;
- * Your insurance would not have been approved if the Company had known the truth; and
- * The Company has given you a copy of the written instrument signed by you which contains the misrepresentation.

After your insurance has been in effect for two years, the Company will not use a misrepresentation to contest its validity or reduce or deny your claim for a Disability that begins after the two year period, unless the misrepresentation was fraudulent.

SECTION 2. BENEFITS

2.1 INSURING CLAUSE

Benefits become payable for your Disability only if:

- * You become Disabled while insured under the Policy;
- * You are under the ongoing care of a Physician Or Practitioner;
- * Your Disability results from an Injury, Sickness, or Pregnancy;
- * You give the Company satisfactory Proof Of Loss within 90 days after the Beginning Date;
- * Your Disability is not excluded under Section 5. Exclusions And Limitations; and
- * You meet all other terms of the Policy.

2.2 BENEFIT TERMS

Beginning Date. This is the date on which benefits begin to accrue after you become Disabled. Benefits are not payable for the time you are Disabled before the Beginning Date. See Specifications.

Maximum Benefit. Your Maximum Benefit is shown in the Specifications.

Minimum Benefit. Your Minimum Benefit is shown in the Specifications.

Maximum Benefit Period. This is the longest period for which benefits are payable for any one period of continuous Disability, whether from one or more causes. It begins on the Beginning Date. No benefits are payable after the end of the Maximum Benefit Period, even if you are still Disabled. See Specifications.

[variable; e.g.

Predisability Earnings. Your Predisability Earnings for each uninterrupted period of Disability will be the Predisability Earnings in effect on the date shown in the Specifications. Any change in your earnings after that date will not affect your Predisability Earnings.

Sole Proprietors, Partners, and S-Corporation Shareholders. Predisability Earnings means your average monthly compensation from your Employer during the Employer's prior tax year. Your

average monthly compensation is determined by adding the following amounts as reported on Schedule C, Schedule K-1, Form W-2, or S-Corporation federal income tax return, and dividing by 12:

- * Your net profit from business;
- * Your ordinary income from trade or business activity(ies);
- * Your guaranteed payments, if you are a partner; and
- * Your compensation (as an officer), salary, and wages, if you are an S-corporation shareholder.

If you were not a sole proprietor, partner, or shareholder of the Employer during the entire prior tax year, your Predisability Earnings will be your average monthly compensation for your period as a sole proprietor, partner, or shareholder.

All Other Members. Predisability Earnings means your monthly rate of earnings from your Employer, including:

- * Commissions averaged over the Earnings Period shown in the Specifications or over the period of your employment if less than the Earnings Period; and
- * Shift differential pay.

Predisability Earnings does not include:

- * Bonuses;
- * Overtime pay; and
- * Any other extra compensation.

If you are paid on an annual contract basis, your monthly rate of earnings is one-twelfth (1/12th) of your annual contract salary.

If you are paid hourly, your monthly rate of earnings is based on your hourly pay rate multiplied by the number of hours you are regularly scheduled to work per month, but not more than 173 hours. If you do not have regular work hours, your monthly rate of earnings is based on the average number of hours you worked per month during the preceding 12 calendar months (or during your period of employment if less than 12 months), but not more than 173 hours.

All Members. Predisability Earnings includes contributions you make through a salary reduction agreement with your Employer to:

- * An Internal Revenue Code (IRC) Section 401(k), 403(b), 408(k), or 457 deferred compensation arrangement;
- * An executive, nonqualified deferred compensation arrangement; or
- * An IRC Section 125 plan.

Predisability Earnings does not include your Employer's contributions on your behalf to any deferred compensation arrangement, pension plan, or benefit plan.]

CPI-W. This is the Consumer Price Index for Urban Wage Earners and Clerical Workers published by the United States Department of Labor. If the CPI-W is discontinued or changed, the Company may use a comparable index. Where required, the Company will obtain prior state approval of the new index.

Indexed Predisability Earnings. This is your Predisability Earnings adjusted by the rate of increase in the CPI-W. During your first year of Disability, your Indexed Predisability Earnings are the same as your Predisability Earnings. Thereafter, your Indexed Predisability Earnings are determined on each anniversary of your Disability by increasing the previous year's Indexed Predisability Earnings by the rate of increase in the CPI-W for the prior calendar year. Your Indexed Predisability Earnings will not decrease, even if the CPI-W decreases.

Injury. This is an injury to your body.

Physician Or Practitioner. This is a licensed medical professional, other than yourself, diagnosing and treating you within the scope of the license.

Pregnancy. This is your pregnancy, childbirth, or related medical conditions, including complications of pregnancy.

Sickness. This is your sickness, illness, or disease.

2.3 DEFINITION OF DISABILITY

You are Disabled if you meet one of the following definitions during the period it applies:

- * Own Occupation Definition of Disability;
- * Any Occupation Definition of Disability; or
- * Partial Disability Definition.

Own Occupation Definition Of Disability.

During the period preceding your Beginning Date and during the Own Occupation Period you are required to be Disabled only from your own occupation.

You are Disabled from your own occupation if, as a result of Sickness, Injury, or Pregnancy, you are unable to perform with reasonable continuity the material duties of your own occupation.

[Optional:

If you are an attorney, your own occupation is your specialty in the practice of law.]

[Optional:

If you are a physician, your own occupation is your specialty in the practice of medicine.]

You may meet the Own Occupation Definition of Disability while working in another occupation. [Optional Language: You will no longer be considered Disabled when your Work Earnings exceed the Work Earnings Limit.]

Any Occupation Definition Of Disability.

During the Any Occupation Period you are required to be Disabled from all occupations.

You are Disabled from all occupations if, as a result of Sickness, Injury, or Pregnancy, you are unable to perform with reasonable continuity the material duties of any gainful occupation for which you are reasonably fitted by education, training, and experience.

Partial Disability Definition.

During the period preceding your Beginning Date and during the Own Occupation Period, you are Partially Disabled if you are working in your own occupation but, as a result of Sickness, Injury, or Pregnancy, you are unable to earn more than the Own Occupation Income Level.

During the Any Occupation Period, you are Partially Disabled if you are working in an occupation but, as a result of Sickness, Injury, or Pregnancy, you are unable to earn more than the Any Occupation Income Level in that occupation and in all other occupations for which you are reasonably suited under the Any Occupation Definition of Disability.

Your Any Occupation Period, Any Occupation Income Level, Own Occupation Period, Own Occupation Income Level[, and Work Earnings Limit] are shown in the Specifications.

2.4 WORKING WHILE DISABLED

You may accrue days toward the Beginning Date while working if you are Disabled.

During the Maximum Benefit Period benefits are payable while you are working if you are Disabled. However, your Work Earnings will be used to reduce your benefit as shown in Section 2.5 Benefit Amounts.

2.5 BENEFIT AMOUNTS

The benefit payable during your Disability will be one of the benefits described in this section, subject to the Maximum Benefit and Minimum Benefit shown in the Specifications.

LTD Benefit. The LTD Benefit will be paid if you do not have Work Earnings. Your LTD Benefit equals your Maximum Benefit minus your Other Income.

[Optional:

Proportionate Benefit. The Proportionate Benefit is paid in place of your LTD Benefit, if you are working while Disabled. Your Proportionate Benefit equals your LTD Benefit, multiplied by your Loss Of Earnings, divided by your Indexed Predisability Earnings.

Thus, the Proportionate Benefit is determined as follows:

$$\frac{\text{LTD Benefit} \times \text{Loss Of Earnings}}{\text{Indexed Predisability Earnings}} = \text{Proportionate Benefit}$$

Loss Of Earnings. This means your Indexed Predisability Earnings minus your Work Earnings.

- Or -

Return To Work 50% Offset Benefit. The Return To Work 50% Offset Benefit will be paid in place of your LTD Benefit, if you are working while Disabled. The Return To Work 50% Offset Benefit equals your LTD Benefit minus one-half of your Work Earnings.

- Or -

Return To Work Benefit. The Return To Work Benefit will be paid in place of your LTD Benefit, if you are working while Disabled. Your Return To Work Benefit equals the amount determined below.

Amount of Return To Work Benefit:

- * During the 12 months immediately after the date you first return to work, your Return To Work Benefit equals your LTD Benefit minus the amount of your Work Earnings which, when added to your LTD Benefit, exceeds 100% of your Indexed Predisability Earnings.

[variable;

- * After those first 12 months, your Return To Work Benefit equals your LTD Benefit minus one-half of your Work Earnings.

- Or -

- * After those first 12 months, your Return To Work Benefit equals your LTD Benefit, multiplied by your Loss Of Earnings, divided by your Indexed Predisability Earnings.

Thus, the Return To Work Benefit is determined as follows:

$$\frac{\text{LTD Benefit}}{\text{Indexed Predisability Earnings}} \times \text{Loss Of Earnings} = \text{Return To Work Benefit}]$$

Work Earnings. This is your gross monthly earnings from work you perform while Disabled, including earnings from your Employer, any other employer, or self-employment. Your earnings will be included in Work Earnings when you have the right to receive them. If you are paid in a lump sum or on a basis other than monthly, the Company will prorate your Work Earnings over the period of time to which they apply. If no period of time is stated, the Company will use a reasonable one.

[Optional:

Indexed Income Benefit. After the first 12 months of your Disability, the Company will adjust the benefit otherwise payable to you based on increases in the CPI-W, subject to the limits described below.

Beginning on the first anniversary of the start of your Disability, the benefit otherwise payable for that month will be increased by multiplying it by the Indexing Factor. The Indexing Factor is:

- * The CPI-W for the current year of your Disability; divided by
- * The CPI-W for the year your Disability started.

For purposes of the Indexed Income Benefit adjustment, the CPI-W is the CPI-W for the fourth month before the start of your Disability or the anniversary of the start of your Disability,

whichever is applicable.

Protection Against Decreases. Your indexed benefit will not decrease, even if the CPI-W decreases. In such case, the Indexing Factor used for the prior year will be used for the current year.

Limits On Indexed Income Benefit. The largest Indexed Income Benefit adjustment for each month will be the benefit otherwise payable for that month increased at the Maximum Rate shown in the Specifications, compounded annually for each full period of uninterrupted Disability. However, the benefit payable after adjustment by the Indexing Factor can never exceed the Maximum Adjusted Benefit shown in the Specifications.

Separate Disability. For each separate Disability the Indexing Factor begins at one.]

Benefit Amount For Partial Month. When a Disability lasts for a part of a month, an amount equal to the benefit otherwise payable, divided by the number of days in the month, is payable for each day you are Disabled.

2.6 WAIVER OF PREMIUM

The Company will waive premiums for your insurance while benefits are payable to you.

2.7 SURVIVOR BENEFIT

If you die while benefits are payable, a Survivor Benefit is payable. The amount of the Survivor Benefit is shown in the Specifications. The Survivor Benefit will first be applied to reduce any overpayment of your claim. The Company will pay the remaining Survivor Benefit, if any, to its choice of one or more of the following:

- * Your spouse;
 - * Your children;
 - * Any person providing care and support for any of them; or
- [Optional:
* Your estate.]

2.8 ASSIGNMENT

The rights and benefits under the Policy are not assignable.

2.9 CONTINUATION OF BENEFITS

Your right to receive benefits for a period of Disability which begins while you are insured will not be affected by:

- * Termination of the Policy after you become Disabled;
- * Termination of your insurance while the Policy remains in force; or
- * Any amendment to the Policy approved after the date you become Disabled.

2.10 WHEN BENEFITS END

Your benefits end automatically on the earliest of:

- * The date you are no longer Disabled;
- * The date your Maximum Benefit Period ends;
- * The date you die; and
- * The date benefits become payable under any other group LTD insurance policy under which you become insured during a period of Temporary Recovery.

SECTION 3. BENEFIT PROVISIONS

3.1 OTHER INCOME

Other Income. The amounts below are Other Income unless shown in Section 3.2 **Exceptions To Other Income:**

- * Any amount you receive or are eligible to receive as a result of your disability from:

[Optional, removed for non-occupational coverage:

(1) Any workers' compensation act or similar law including amounts for partial or total disability, whether permanent, temporary, or vocational;]

(2) Any state disability income benefit law or similar law; and

(3) Any group insurance coverage.

[variable;

- * Any disability or retirement benefits you receive or are eligible to receive under your Employer's retirement plan, including a public employee retirement system, a state

teacher retirement system, and a plan arranged and maintained by a union or employee association for the benefit of its members.

If any of these plans has two or more payment options, the option which comes closest to providing you a monthly income for life with no survivors benefit will be Other Income, even if you choose a different option.

- Or -

- * Any amount you receive or are eligible to receive from your Employer's retirement plan due to disability or retirement;]
- * The Social Security Offset shown in the Specifications;
- * The Sick Pay or Salary Continuation Offset shown in the Specifications; and
- * Any amount you receive or are eligible to receive due to compromise, settlement, or other method as a result of a claim for Other Income, whether disputed or undisputed.

3.2 EXCEPTIONS TO OTHER INCOME

Other Income does not include:

- * Cost of living increases in Other Income which become effective while you are Disabled and while you are eligible for that Other Income.
- * Reimbursement for hospital, medical, or surgical expense.
- * Reasonable attorneys fees incurred in connection with a claim for Other Income.
- * Benefits paid under:
 - (1) Any individual disability insurance policy;
 - (2) Any group credit or group mortgage disability insurance policy;
 - (3) Any group insurance available through your professional association; and
 - (4) California Workers' Compensation benefits for permanent total or permanent partial disabilities.
- * Early retirement benefits under the Federal Social Security Act which are not actually received.

[Optional:

* The following amounts under your Employer's retirement plan:

- (1) A lump sum distribution of your entire interest in the plan;
- (2) Any amount which is attributable to your contributions to the plan; or
- (3) Any amount you could have received upon termination of employment without being disabled or retired.]

* Benefits from a:

- (1) Profit sharing plan;
- (2) Thrift or savings plan;
- (3) Deferred compensation plan;
- (4) Plan under IRC Section 401(k), 408(k), or 457;
- (5) Individual Retirement Account (IRA);
- (6) Tax Sheltered Annuity (TSA) under IRC Section 403(b);
- (7) Stock ownership plan;
- (8) Keogh (HR-10) plan; or

[Optional:

- (9) A retirement plan under a professional service corporation with respect to principals.]

3.3 RULES FOR OTHER INCOME

Monthly Equivalents. Each month the Company will determine your benefit using the Other Income attributable to the same monthly period, even if you actually receive the Other Income in another month.

If you are paid Other Income in a lump sum or by a method other than monthly, the Company will determine your benefit using a prorated amount. The Company will use the period of time to which the Other Income applies. If no period of time is stated, the Company will use a reasonable one.

Your Duty To Pursue Other Income. You must pursue Other Income for which you may be eligible. The Company may ask for

written documentation of your pursuit of Other Income. You must provide satisfactory documentation within 60 days after the Company mails you a request. Otherwise, the Company may reduce your benefits by the amount the Company estimates you would be eligible to receive upon proper pursuit of the Other Income. You must notify the Company of the amount of the Other Income when it is approved.

Overpayment Of Claim. You must immediately repay the Company any overpayment of your claim. The Company will notify you of the amount of any overpayment of your claim under any group disability insurance policy issued by the Company. You will not receive any benefits until the Company has been repaid in full. In the meantime, any benefits paid, including the Minimum Benefit, will be applied to reduce the amount of the overpayment. The Company may charge you interest at the legal rate for any overpayment which is not repaid within 30 days after the Company first mails you notice of the amount of the overpayment.

3.4 TEMPORARY RECOVERY AND SEPARATE DISABILITIES

You may temporarily recover from your Disability, and then become Disabled again from the same cause or causes, without having to start accruing days toward a new Beginning Date.

Temporary Recovery. This means you cease to be Disabled for no more than the following allowable periods:

Allowable Periods.

- * Before the Beginning Date: a total of 5 days of recovery for every 30 days accrued toward the Beginning Date.
- * During the Maximum Benefit Period: 180 days for each period of recovery.

Effect Of Your Temporary Recovery.

- * The Predisability Earnings used to determine your benefit will not change.
- * The period of Temporary Recovery will not count toward your Beginning Date, Own Occupation Period, or Maximum Benefit Period.
- * No benefits will be payable for the period of Temporary Recovery.
- * No benefits will be payable after benefits become payable to you under any other group long term disability insurance policy under which you become insured during

your period of Temporary Recovery.

- * Except as stated above, the provisions of the Policy will be applied as if there had been no interruption of your Disability.

Separate Disabilities. Each time you cease to be Disabled for more than the allowable period, a new Beginning Date, Own Occupation Period, and Maximum Benefit Period apply.

3.5 EXTENDED DISABILITY

If a period of Disability is extended by a new cause while benefits are payable, benefits will continue while you remain Disabled. However:

- * Benefits will not continue beyond the end of the original Maximum Benefit Period; and
- * Section 5. Exclusions And Limitations will apply to the new cause of Disability.

3.6 MISSTATEMENT OF AGE

If a person's age has been misstated, the Company will make an equitable adjustment of premiums, benefits, or both. The adjustment will be based on:

- * The amount of insurance based on the correct age; and
- * The difference between the premiums paid and the premiums which would have been paid if the age had been correctly stated.

SECTION 4. CONTINUITY OF COVERAGE

The Continuity of Coverage provision changes other provisions found in the Policy.

Waiver Of Active Work Requirement. If you were insured under the Prior Plan on the day before the effective date of your Employer's insurance under the Policy, you can become insured on the effective date of your Employer's insurance without meeting the Active Work Requirement.

The benefit payable for a period of continuous Disability beginning before you meet the Active Work Requirement will be:

- * The monthly benefit payable under the terms of the Policy; reduced by

- * Any benefits payable under the Prior Plan.

There is no Minimum Benefit if there is a reduction because of benefits payable under the Prior Plan.

Waiver Of Preexisting Conditions. If your Disability is subject to the Preexisting Condition Exclusion, benefits will still be payable if:

- * You were insured under the Prior Plan on the day before the effective date of your Employer's coverage under the Policy;
- * You became insured under the Policy when your insurance under the Prior Plan ceased;
- * You were continuously insured under the Policy from the effective date of your insurance under the Policy through the date you became Disabled from the Preexisting Condition; and
- * Benefits would have been payable under the Prior Plan if it had remained in force, taking into account the preexisting condition exclusion, if any, of the Prior Plan.

Payment of your benefit will be made under the terms of the Policy.

SECTION 5. EXCLUSIONS AND LIMITATIONS

[Optional:

5.1 PREEXISTING CONDITION EXCLUSION

You are not covered for a Disability caused or contributed to by a Preexisting Condition or medical or surgical treatment of a Preexisting Condition unless, on the date you become Disabled:

- * You have been continuously insured under the Policy for the entire Exclusion Period shown in the Specifications; and
- * You have been Actively At Work for at least one full day after the end of the Exclusion Period.

With respect to an Insurance Increase, you are not covered for a Disability caused or contributed to by a Preexisting Condition or medical or surgical treatment of a Preexisting

Condition unless, on the date you become Disabled:

- * You have been continuously insured for the Insurance Increase for the entire Exclusion Period shown in the Specifications; and
- * You have been Actively At Work for at least one full day after the end of the Exclusion Period.

Preexisting Condition. This is a mental or physical condition for which you have consulted a Physician Or Practitioner, received medical treatment or services, or taken prescribed drugs or medications at any time during the Preexisting Condition Period shown in the Specifications.

Insurance Increase. This is an increase in the amount of your benefit, an increase in your Maximum Benefit Period, or a decrease in the length of the period before your Beginning Date caused by a change in the provisions of the Policy selected by your Employer.]

5.2 OTHER EXCLUSIONS

You are not covered for a Disability:

[Optional, included for non-occupational coverages:

- * Arising out of or in the course of any employment for wage or profit;]
- * Caused or contributed to by Intentionally self-inflicted injury, while sane or insane; and
- * Caused or contributed to by War or any act of War.

War. This is declared or undeclared war, whether civil or international, and any substantial armed conflict between organized forces of a military nature.

5.3 LIMITATIONS

[Optional:

Alcoholism Or Drug Abuse. Payment of benefits is limited to not more than a total of [variable; ranges from 12 to 36] months during your entire lifetime for a Disability caused or contributed to by your alcoholism, drug addiction, or use of any hallucinogen.]

[Optional, included for non-occupational coverages:

Occupational Benefits. No benefits will be paid for any period when you are eligible to receive benefits under a workers' compensation law or similar law. If your claim for these benefits is accepted, compromised, or settled (whether disputed

or undisputed), you must repay the Company for the full amount of any payments the Company makes to you while your claim for occupational benefits is pending. Note: This insurance does not cover you for any occupational Disability.]

Physician Or Practitioner. You must be under the ongoing care of a Physician Or Practitioner during your Disability. No benefits will be paid for any period of Disability when you are not under the ongoing care of a Physician Or Practitioner.

[variable;

Mental Disorder. Payment of benefits is limited to not more than [ranges from 12 to 36] months for each period of Disability caused or contributed to by a Mental Disorder. However, if you are confined in a Hospital at the end of the [ranges from 12 to 36] months, this limitation will not apply while you are continuously confined.

- Or -

Mental Disorder. Payment of benefits is limited to not more than a total of [ranges from 12 to 36] months during your lifetime for Disabilities caused or contributed to by Mental Disorders. However, if you are confined in a Hospital at the end of the [ranges from 12 to 36] months, this limitation will not apply while you are continuously confined.]

Mental Disorder. This is a mental, emotional, behavioral, or stress disorder.

Hospital. This is a legally operated hospital providing full-time medical care and treatment under the direction of a full-time staff of licensed physicians. Rest homes, nursing homes, convalescent homes, homes for the aged, and facilities primarily affording custodial, educational, or rehabilitative care are not Hospitals.

SECTION 6. TERMINATION

6.1 WHEN INSURANCE ENDS

Your insurance ends automatically on the earliest of:

[Optional, included when insurance is Contributory:

- * The date the last period ends for which you made a premium contribution;]
- * The date the Policy terminates;
- * The date your employment terminates; and

- * The date you cease to be a Member. However, if you cease to be a Member because you are not working the required minimum number of hours, your insurance will be continued during the following periods, unless it ends on one of the dates shown above:

- (1) While you are receiving from your Employer at least the amount of Predisability Earnings in effect immediately before you ceased to be a Member;
- (2) While you are Disabled before the Beginning Date and while benefits are payable; or
- (3) During a leave of absence if continuation of your insurance under the Policy is required by the state-mandated family or medical leave act or law;
- (4) During any other leave of absence approved by your Employer in advance and in writing and scheduled to last the period shown in the Specifications.

[Optional, included for school groups:

If you cease to be a Member because of a school break or vacation, your insurance will be continued during that period.]

6.2 REINSTATEMENT OF INSURANCE

If your insurance ends, you may become insured again as a new Member. However, the following will apply:

- * If your insurance ends because you cease to be a Member, and if you become a Member again within 90 days, the Eligibility Waiting Period For Insurance will be waived;

[Optional, included when insurance is Contributory:

- * If your insurance ends because you fail to make a required premium contribution, you must provide Evidence Of Insurability to become insured again;]
- * If your insurance ends because you are on a state-mandated family or medical leave of absence, and you become a Member again immediately following the period allowed, your insurance will be reinstated pursuant to the state-mandated family or medical leave act or law; and
- * The Preexisting Condition Exclusion will be applied as if there had been no break in your insurance in the following instances:

- (1) If you become insured again within 90 days.

- (2) If required by a state-mandated family or medical leave act or law and you become insured again immediately following the period allowed under the family or medical leave act or law.

[Optional Benefit]

6.3 CONVERSION OF INSURANCE

When your insurance under the Policy ends, you may have a right to purchase either:

- * Group LTD conversion insurance; or
- * Individual disability income insurance.

Right To Convert. You have the right to convert, if:

- * Insurance ends because you are promoted out of the class(es) of eligible Members, or your employment ends for any reason other than retirement;
- * You have been insured under your Employer's LTD insurance program for at least one year on the date insurance ends;
- * You are not Disabled on the date insurance ends;
- * You are a citizen or resident of the United States or Canada; and
- * You are not eligible for insurance under any employer's LTD insurance program.

To have the right to convert to individual disability income insurance you must also be:

- * Under age 59 years 6 months;
- * A resident of the United States legally entitled to permanently reside in the United States;

[Optional:

- * Approved for individual disability income insurance by the Company;] and
- * Engaged in an occupation at the time insurance ends which belongs to one of the Company's top four individual disability income occupation classes.

Exercising The Right To Convert. To exercise the right to convert you must:

- * Complete the Company's application form in writing and pay the first premium for converted insurance to the Company's Group Insurance Administration office within the first 31 days after insurance ends; and
- * Select an available benefit amount.

If you exercise your right to convert, the converted insurance will become effective on the day after your insurance under the Policy ends.

Group LTD Conversion Insurance. If you choose to convert to group LTD conversion insurance, the benefit amount you select may not exceed the smallest of:

- * \$4,000 without Evidence Of Insurability or up to \$8,000 if Evidence Of Insurability is approved;
- * 60% of your Predisability Earnings on the date insurance ended; and
- * The Maximum Benefit payable if you had become Disabled on the day before insurance ended.

The maximum group LTD conversion insurance benefit is reduced by other income. The certificate the Company will issue to you when your group LTD conversion insurance becomes effective contains provisions which differ from the Policy.

Individual Disability Income Insurance. If you choose to convert to individual disability income insurance, the monthly benefit amount you select may not exceed the smallest of:

- * \$4,000;
- * 60% of your Predisability Earnings on the date insurance ended; and
- * The Maximum Benefit payable if you had become Disabled on the day before insurance ended.

The individual disability income policy issued to you by the Company will be in the form and on the terms determined by the Company according to the conversion guidelines in effect at the time of conversion.

SECTION 7. CLAIMS

7.1 FILING A CLAIM

Claims should be filed on the Company's forms. If you do not receive the Company's forms within 15 days after you ask for them, you may submit your claim in a letter to the Company. The letter should include the date your disability began, and the cause and nature of your disability.

7.2 PROOF OF LOSS

You must give the Company satisfactory Proof Of Loss within 90 days after the Beginning Date. If you cannot do so, you must give it to the Company as soon as reasonably possible, but not later than one year after that 90 day period. If Proof Of Loss is filed outside these time limits, your claim will be denied. These limits will not apply while you lack legal capacity.

Proof Of Loss. This means written proof that you are Disabled and entitled to benefits. Proof Of Loss must be provided at your expense.

7.3 DOCUMENTATION

At your expense, you must submit completed claims statements, your signed authorization for the Company to obtain information, and any other items the Company may reasonably require in support of your claim. If you do not provide the documentation within 60 days after the Company mails you a request, your claim may be denied.

7.4 TIME OF PAYMENT

The Company will pay benefits within 60 days after you provide satisfactory Proof Of Loss. Benefits will be paid at the end of each month you qualify for them.

7.5 PAYMENT OF CLAIM

Benefits will be paid to you. Benefits remaining unpaid at your death will be paid to the recipient of the Survivor Benefit.

7.6 INVESTIGATION OF CLAIM

The Company may investigate your claim at any time. At its own expense, the Company may have you and your financial records examined as often as is reasonably necessary. This will be done by specialists of the Company's choice. The Company may deny or suspend benefits if you fail to attend an examination or cooperate with the examiner.

7.7 NOTICE OF DECISION ON CLAIM

You will receive a written decision on your claim within a reasonable time after the Company receives your claim.

If you do not receive the Company's decision within 90 days after the Company receives your claim, you will have an immediate right to request a review as if your claim had been denied.

If the Company denies any part of your claim, you will receive a written notice of denial containing:

- * The reasons for the decision;
- * Reference to the parts of the Policy on which the decision is based;
- * A description of any additional information needed to support your claim; and
- * Information concerning your right to a review of the decision.

7.8 REVIEW PROCEDURE

You may request in writing a review of a denial of all or part of your claim within 60 days after you receive notice of the denial.

When you request a review, you may send the Company written comments or other items to support your claim. You may review any non-privileged information that relates to your request for review.

The Company will review your claim promptly after receiving your request. The Company will send you a notice of its decision within 60 days after receiving your request, or within 120 days if special circumstances require an extension. The Company will state the reasons for its decision and refer you to the relevant parts of the Policy.

7.9 TIME LIMITS ON LEGAL ACTIONS

No action at law or in equity may be brought until 60 days after you have given the Company Proof Of Loss. No such action may be brought more than three years after the earlier of:

- * The date the Company receives Proof Of Loss; and
- * The end of the period within which Proof Of Loss is required to be given.

SECTION 8. ALLOCATION OF AUTHORITY

Except for those functions which the Policy specifically reserves to the Policyowner, the Company has full and exclusive authority to control and manage the Policy, to administer claims, and to interpret the Policy and resolve all questions arising in the administration, interpretation, and application of the Policy.

The Company's authority includes, but is not limited to:

- * The right to resolve all matters when a review has been requested;
- * The right to establish and enforce rules and procedures for the administration of the Policy and any claim under it;
- * The right to determine:
 - (1) Your eligibility for insurance;
 - (2) Your entitlement to benefits;
 - (3) The amount of benefits payable to you;
 - (4) The sufficiency and the amount of information the Company may reasonably require to determine 1, 2, or 3 above.

Subject to the review procedures of the Policy, any decision the Company makes in the exercise of the Company's authority is conclusive and binding.

SECTION 9. PREMIUMS

9.1 AMOUNTS

The premium due on each Premium Due Date is the sum of the premiums for all Members then insured. The Policyowner determines the amount, if any, of each insured Member's contribution toward the cost of insurance.

9.2 CHANGES

The Company may change Premium Rates when:

- * A change in law or governmental regulation affects the amount payable under the Policy. Any such change in Premium Rates will reflect only the change in the Company's obligations;

- * The number of insured Members changes by 25% or more; or
- * The Company and the Policyowner mutually agree to change Premium Rates.

Except as provided above, Premium Rates will not be changed during the Initial Rate Guarantee Period shown in the Specifications. Thereafter, the Company may change Premium Rates upon advance written notice to the Policyowner. The minimum advance notice is shown in the Specifications as the Advance Notice Period. Any such change in Premium Rates may be made effective on any Premium Due Date, but no such change will be made more than once in any contract year. Contract years are successive 12 month periods computed from the end of the Initial Rate Guarantee Period.

9.3 PAYMENT OF PREMIUMS

All premiums are due on the Premium Due Dates shown in the Specifications.

Each premium is payable on or before its Premium Due Date directly to the Company's Group Administration Office. The payment of each premium as it becomes due will maintain the Policy in force until the next Premium Due Date.

9.4 GRACE PERIOD

The Grace Period shown in the Specifications will be allowed for payment of a premium that is not paid on its due date. The Policy will be in force during this period. If the premium is not paid during the Grace Period, the Policy will terminate automatically at the end of the Grace Period. The Policyowner is liable for the payment of premium for coverage provided during the Grace Period. The Company may charge interest at the legal rate for any premium which is not paid during the Grace Period, beginning with the first day after the Grace Period.

9.5 PREMIUM ADJUSTMENTS

Premium adjustments involving a return of unearned premiums to the Policyowner will be limited to the 12 months just before the date the Company receives a request for premium adjustment.

SECTION 10. THE CONTRACT

10.1 ENTIRE CONTRACT, CHANGES

The Policy and the application of the Policyowner constitute the entire contract between the parties. A copy of the Policyowner's application is attached to the Policy when issued.

The Policy may be changed in whole or in part. No change in the Policy will be valid unless it is approved in writing by one of the Company's executive officers and given to the Policyowner for attachment to the Policy. No agent has authority to change the Policy or to waive any of its provisions.

10.2 INCONTESTABILITY OF POLICY

Any statement made by the Policyowner to obtain the Policy is a representation and not a warranty.

No misrepresentation by the Policyowner will be used to deny a claim or to deny the validity of the Policy unless:

- * The Policy would not have been issued if the Company had known the truth; and
- * The Company has given the Policyowner a copy of a written instrument signed by the Policyowner which contains the misrepresentation.

The validity of the Policy will not be contested after it has been in force for two years, except for nonpayment of premiums or fraudulent misrepresentations.

10.3 DIVIDENDS

While the Policy is in force, it will be credited with its share, if any, of the divisible surplus in the form of dividends which the Company may declare.

If required by state law, the Policyowner will use, for the sole benefit of the insured Members, the amount of such dividends or rate reductions which exceeds the Policyowner's expenditure for insurance under the Policy.

10.4 CERTIFICATES

The Company will issue certificates to the Policyowner showing the coverage under the Policy. The Policyowner will distribute a certificate to each insured Member.

10.5 RECORDS AND REPORTS

The Policyowner or Employer will furnish on the Company's forms all information reasonably necessary to administer the Policy. The Company has the right at all reasonable times to inspect the payroll and other records of the Policyowner or Employer which relate to insurance under the Policy.

Clerical error by the Policyowner or Employer will not:

- * Cause a person to become insured;
- * Invalidate insurance otherwise validly in force; or
- * Continue insurance otherwise validly terminated.

10.6 EFFECT ON WORKERS' COMPENSATION, STATE DISABILITY INSURANCE

The coverage provided under the Policy is not a substitute for coverage under a workers' compensation or state disability income benefit law. The Policy does not relieve the Employer of any obligation to provide such coverage.

10.7 TERMINATION OF CONTRACT

The Policyowner may terminate the Policy by giving the Company advance written notice. The effective date of termination will be the later of:

- * The date stated in the notice; and
- * The date the Company receives the notice.

The Company may terminate the Policy upon advance written notice as follows:

- * On any Premium Due Date if the number of persons insured is less than the Minimum Participation Number or less than the Minimum Participation Percentage shown in the Specifications.
- * On any Premium Due Date if the Company determines that the Policyowner has failed to promptly furnish any necessary information requested by the Company, or has failed to perform any other obligations relating to the Policy.

The minimum advance notice is shown in the Specifications as the Advance Notice Period.

GROUP INSURANCE CERTIFICATE**NORTHWESTERN MUTUAL LIFE**

HOME OFFICE: 720 East Wisconsin Ave., Milwaukee WI 53202
GROUP INSURANCE ADMINISTRATION: PO Box 2177, Portland OR 97208

The Northwestern Mutual Life Insurance Company certifies that you will be insured under the Policy described below during the time, in the manner, and for the amounts provided in the Policy.

DISAPPROVED

NOV 06 1992



Chairman and C.E.O.

**INSURANCE COMMISSIONER
STATE OF ARKANSAS**

POLICY NUMBER	SAMPLE
NAME OF POLICYOWNER	ABC Company
TYPE OF COVERAGE	Group Long Term Disability
POLICY EFFECTIVE DATE	January 1, 1992
POLICY ISSUED IN	the state of Arkansas

Important -- Please Read This:

A Policy has been issued to the Policyowner. Your coverage under that Policy is shown in this Certificate. If your coverage is changed by an amendment to the Policy, the Company will provide the Policyowner with a revised Certificate or other notice to be given to you.

Possession of this Certificate does not necessarily mean you are insured. You are insured only if you meet the requirements set out in this Certificate.

Please read this Certificate carefully. This Certificate has a Guide To Policy Provisions to help you find specific provisions.

The terms "you" and "your" refer to the insured Member. The term "the Company" refers to Northwestern Mutual Life. Other defined terms appear with their initial letters capitalized. Section headings, and references to them, appear capitalized and in boldface type.

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SPECIFICATIONS

This section contains many of the features of your long term disability (LTD) insurance. Other provisions, including exclusions, limitations, and Other Income, appear in other sections. Please refer to the text of each section for full details. The Guide To Policy Provisions and Index Of Defined Terms help locate sections and definitions.

GENERAL INFORMATION

Policy Number:	SAMPLE
Policyowner:	ABC Company
Employer:	ABC Company XYZ Affiliate
Policy Effective Date:	January 1, 1992
Policy Issued In:	Arkansas

SECTION 1. BECOMING INSURED

To become insured you must:

- * Be a Member;
- * Complete your Eligibility Waiting Period For Insurance; and
- * Meet the other requirements in Section 1. Becoming Insured.

Definition of Member:
[variable; Employer determined]

- * An active employee of the Employer;
- * A citizen or resident of the United States or Canada; and
- * Regularly working 30 or more hours per week for the Employer.

You are not a Member if you are:

- * A temporary or seasonal employee;
or
- * A full time member of the armed forces of any country.

**Eligibility Waiting
Period For Insurance:**
[variable; Employer determined]

This is the period you must be a Member before you become eligible for insurance.

You meet the Eligibility Waiting Period For Insurance on the later of the Policy Effective Date; and the first day after 365 consecutive days as a Member.

Evidence Of Insurability:

Required for:

- * Any benefit amounts in excess of [variable; e.g. \$5,000];
- [Optional, for Contributory only:
- * Late application for Contributory insurance;]
- * Reinstatements if required; and
- * Members eligible but not insured under the Prior Plan.

Member Contributions:
[variable;

Noncontributory. The Policyowner or Employer pays the entire premium for your insurance.

- Or -

Contributory. You pay all or part of the premium for your insurance.]

SECTION 2. BENEFITS

2.2 BENEFIT TERMS

Beginning Date:

[variable; e.g. 91st] day of Disability in the first [variable; e.g. 105th] days after the date you become Disabled.

Maximum Benefit:

[variable; ranges from 40% to 75%] of your Predisability Earnings not to exceed:

- * [variable; e.g. \$5,000] without approved Evidence Of Insurability; or
- * [variable; e.g. \$30,000] with

approved Evidence Of
Insurability.

Minimum Benefit: [variable; e.g. \$50, 10% of Maximum Benefit not to exceed \$150, etc.]
[Optional: "if not working while Disabled"].

Maximum Benefit Period: Determined by your age when Disability begins, as follows:

[variable; e.g.

2-Year Maximum Benefit Period

Age	Maximum Benefit Period
65 or younger.....	2 years
66.....	1 year 9 months
67.....	1 year 6 months
68.....	1 year 3 months
69 or older.....	1 year

5-Year Maximum Benefit Period

Age	Maximum Benefit Period
61 or younger.....	to age 65, or for 5 years, whichever is shorter.
62.....	3 years 6 months
63.....	3 years
64.....	2 years 6 months
65.....	2 years
66.....	1 year 9 months
67.....	1 year 6 months
68.....	1 year 3 months
69 or older.....	1 year

Age 65+ Maximum Benefit Period

Age	Maximum Benefit Period
61 or younger.....	to age 65, or 3 years 6 months, if longer.
62.....	3 years 6 months
63.....	3 years
64.....	2 years 6 months
65.....	2 years
66.....	1 year 9 months
67.....	1 year 6 months
68.....	1 year 3 months
69 or older.....	1 year]

Predisability Earnings: Based on last full day of Active Work.

Earnings Period: The preceding [variable; ranges from 12 to 36] calendar months.

2.3 DEFINITION OF DISABILITY

Own Occupation Period: [variable; ranges from the first 12 months for which benefits are paid to the entire Maximum Benefit Period].

Any Occupation Period: From the end of the Own Occupation Period to the end of the Maximum Benefit Period.

Partial Disability: Covered.

Own Occupation Income Level: [variable; ranges from 40% to 100%] of your Indexed Predisability Earnings.

Any Occupation Income Level: [variable; ranges from 40% to 100%] of your Indexed Predisability Earnings.

**[Optional restriction:
Work Earnings
Limit:** [variable; ranges from 40% to 100%] of your Indexed Predisability Earnings.]

2.5 BENEFIT AMOUNTS

LTD Benefit: Your Maximum Benefit minus your Other Income.

**[Optional:
Proportionate Benefit:** Your LTD Benefit multiplied by your Loss of Earnings, divided by your Indexed Predisability Earnings.

- Or -

**Return To Work 50% Offset
Benefit:** Your LTD Benefit minus one-half of your Work Earnings.

- Or -

Return To Work Benefit:

During the 12 months immediately after the date you first return to work:

Your LTD Benefit minus the amount of your Work Earnings which, when added to your LTD Benefit, exceeds 100% of your Indexed Predisability Earnings.

After those first 12 months:

[variable;
Your LTD Benefit minus one-half of your Work Earnings.

- Or -

Your LTD Benefit multiplied by your Loss of Earnings, divided by your Indexed Predisability Earnings.]]

[Optional Benefit] Indexed Income Benefit:

Maximum Rate:

[variable; ranges from 3% to 8%]

Maximum Adjusted
Benefit:

[variable; ranges from \$5,000 to \$30,000]

2.7 SURVIVOR BENEFIT

[variable;
Amount:

A lump sum equal to three times your Maximum Benefit.

- Or -

Amount:

If you have received benefits for at least 12 months:

The amount of the last monthly benefit payable to you will be paid to your eligible survivor for [variable; ranges from 6 to 36] months after your death.

Otherwise:

A lump sum equal to three times
your Maximum Benefit.]

[Optional:
Estate Payment: Yes]

SECTION 3. BENEFIT PROVISIONS

3.1 OTHER INCOME

Social Security Offset:
[Optional:

Any amount you or your dependents
receive or are eligible to receive
because of your disability or
retirement under the Federal Social
Security Act, the Canada Pension
Plan, the Quebec Pension Plan, or
any similar plan or act is Other
Income.

Benefits your spouse or children
receive or are eligible to receive
because of your disability are
Other Income regardless of status,
custody, or place of residence.

- Or -

Any amount you receive or are
eligible to receive because of your
disability or retirement under the
Federal Social Security Act, the
Canada Pension Plan, the Quebec
Pension Plan, or any similar plan
or act is Other Income.

Any amount your dependents receive
or are eligible to receive because
of your disability or retirement
under such plan or act which, when
added to your Maximum Benefit,
exceeds [variable; ranges from 50%
to 100%] of your Predisability
Earnings is also Other Income.

Benefits your spouse or children
receive or are eligible to receive
because of your disability are
Other Income regardless of status,

custody, or place of residence.

- Or -

Any amount you receive or are eligible to receive because of your disability or retirement under the Federal Social Security Act, the Canada Pension Plan, the Quebec Pension Plan, or any similar plan or act is Other Income.]

**Sick Pay or Salary
Continuation Offset:**
[Optional:

The amount of sick pay or other salary continuation (but not vacation pay) [variable; paid, payable] to you by your Employer which, when added to your Maximum Benefit, exceeds 100% of Indexed Predisability Earnings is Other Income.

- Or -

The amount of sick pay or other salary continuation (but not vacation pay) [variable; paid, payable] to you by your Employer is Other Income.]

SECTION 5. EXCLUSIONS AND LIMITATIONS

[Optional:

5.1 PREEXISTING CONDITION EXCLUSION

**Preexisting Condition
Period:**

The [variable; ranges from 90 to 365]-day period just before:

- * The date your insurance becomes effective; or
- * The date your Insurance Increase becomes effective.

Exclusion Period:

The first [variable; 12, 24] months you are insured.]

5.2 OTHER EXCLUSIONS:

[Optional Exclusion:

- * Occupational Disability;
- * Intentionally self-inflicted injury; and

* War.

5.3 LIMITATIONS:

[Optional Limitation:

* Alcoholism or Drug Abuse;]

[Optional Limitation:

* Occupational Benefits;]

* Physician Or Practitioner; and

* Mental Disorder.

SECTION 6. TERMINATION

6.1 WHEN INSURANCE ENDS

Leave of Absence Period: Insurance is continued while on a leave of absence scheduled to last [30] days or less.

[Optional Provision]

6.3 CONVERSION OF INSURANCE

Your Choice of:

* Group LTD conversion insurance;
or

* Individual disability income
insurance.

SECTION 1. BECOMING INSURED

[variable language]

- if insurance is Contributory -

1.1 INITIAL EFFECTIVE DATE

You are eligible for insurance if you are a Member who has completed the Eligibility Waiting Period For Insurance shown in the Specifications. To become insured for Contributory insurance you must apply in writing and agree to pay premiums. Subject to the Active Work Requirement, your Contributory insurance will become effective as determined in this section.

Evidence Of Insurability Not Required. Insurance not subject to Evidence Of Insurability will become effective on:

- * The date you meet the Eligibility Waiting Period For Insurance, if you apply on or before that date; or
- * The date you apply, if you apply within 31 days after the date you meet the Eligibility Waiting Period For Insurance.

Late Application. Evidence Of Insurability is required if you apply for Contributory insurance more than 31 days after the date you meet the Eligibility Waiting Period For Insurance.

Evidence Of Insurability Required. Insurance subject to Evidence Of Insurability will become effective on the date the Company approves your Evidence Of Insurability.

Evidence Of Insurability. When required you must:

- * Complete the forms required by the Company;
- * Sign the forms which allow the Company to obtain information about you;
- * Provide, at your expense, other information the Company may reasonably require for determining your insurability; and
- * Undergo a physical examination, if required by the Company [Optional language: ", which may include blood testing"].

- if insurance is Noncontributory -

1.1 INITIAL EFFECTIVE DATE

You are eligible for insurance if you are a Member who has completed the Eligibility Waiting Period For Insurance shown in the Specifications. Subject to the Active Work Requirement, your

Noncontributory insurance will become effective as determined in this section.

Evidence Of Insurability Not Required. Insurance not subject to Evidence Of Insurability will become effective on the date you meet the Eligibility Waiting Period For Insurance.

Evidence Of Insurability Required. Insurance subject to Evidence Of Insurability will become effective on the date the Company approves your Evidence Of Insurability.

Evidence Of Insurability. When required you must:

- * Complete the forms required by the Company;
- * Sign the forms which allow the Company to obtain information about you;
- * Provide, at your expense, other information the Company may reasonably require for determining your insurability; and
- * Undergo a physical examination, if required by the Company [Optional language: ", which may include blood testing"].

1.2 DELAYED EFFECTIVE DATE

If you do not meet the Active Work Requirement, the effective date of your insurance is delayed. Delayed insurance becomes effective on the day after you complete [variable; one full day, five consecutive full days] of Active Work.

1.3 ACTIVE WORK REQUIREMENT

The Active Work Requirement is met if you are a Member who is Actively At Work [variable; on the day, for five consecutive full days] before the scheduled effective date of your insurance. It is also met if you:

- * Are capable of Active Work on [variable; that day, those five consecutive full days], but are absent due to vacation, holiday, or scheduled day off; and
- * Were Actively At Work on the last scheduled work day before the absence.

Actively At Work and Active Work. This means you are performing the material duties of your Own Occupation at your Employer's usual place(s) of business.

1.4 REPLACEMENT COVERAGE

If you were insured under the Prior Plan on the day before the effective date of your Employer's coverage under the Policy, you do not have to meet the Eligibility Waiting Period For Insurance shown in the Specifications. [Optional, added if insurance is Contributory: If you were eligible for insurance under the Prior Plan for more than 31 days but were not insured, you must provide satisfactory Evidence Of Insurability to become insured under the Policy.]

Prior Plan. This means your Employer's group long term disability insurance plan in effect on the day before the effective date of your Employer's coverage under the Policy and which is replaced by the Policy.

1.5 INCREASED INSURANCE

An increase in your insurance does not become effective until you meet the Active Work Requirement. However, if you meet the Active Work Requirement while Disabled or during a period of Temporary Recovery, you will not qualify for any increase in insurance.

1.6 INCONTESTABILITY

When Evidence Of Insurability is required, the Company relies on the information provided. Any statement you make to obtain insurance is a representation and not a warranty. The Company may contest the validity of your insurance or reduce or deny a claim if:

- * The information you provide contains a misrepresentation;
- * Your insurance would not have been approved if the Company had known the truth; and
- * The Company has given you a copy of the written instrument signed by you which contains the misrepresentation.

After your insurance has been in effect for two years, the Company will not use a misrepresentation to contest its validity or reduce or deny your claim for a Disability that begins after the two year period, unless the misrepresentation was fraudulent.

SECTION 2. BENEFITS

2.1 INSURING CLAUSE

Benefits become payable for your Disability only if:

- * You become Disabled while insured under the Policy;
- * You are under the ongoing care of a Physician Or Practitioner;
- * Your Disability results from an Injury, Sickness, or Pregnancy;
- * You give the Company satisfactory Proof Of Loss within 90 days after the Beginning Date;
- * Your Disability is not excluded under Section 5. Exclusions And Limitations; and
- * You meet all other terms of the Policy.

2.2 BENEFIT TERMS

Beginning Date. This is the date on which benefits begin to accrue after you become Disabled. Benefits are not payable for the time you are Disabled before the Beginning Date. See Specifications.

Maximum Benefit. Your Maximum Benefit is shown in the Specifications.

Minimum Benefit. Your Minimum Benefit is shown in the Specifications.

Maximum Benefit Period. This is the longest period for which benefits are payable for any one period of continuous Disability, whether from one or more causes. It begins on the Beginning Date. No benefits are payable after the end of the Maximum Benefit Period, even if you are still Disabled. See Specifications.

[variable; e.g.

Predisability Earnings. Your Predisability Earnings for each uninterrupted period of Disability will be the Predisability Earnings in effect on the date shown in the Specifications. Any change in your earnings after that date will not affect your Predisability Earnings.

Sole Proprietors, Partners, and S-Corporation Shareholders. Predisability Earnings means your average monthly compensation from your Employer during the Employer's prior tax year. Your

average monthly compensation is determined by adding the following amounts as reported on Schedule C, Schedule K-1, Form W-2, or S-Corporation federal income tax return, and dividing by 12:

- * Your net profit from business;
- * Your ordinary income from trade or business activity(ies);
- * Your guaranteed payments, if you are a partner; and
- * Your compensation (as an officer), salary, and wages, if you are an S-corporation shareholder.

If you were not a sole proprietor, partner, or shareholder of the Employer during the entire prior tax year, your Predisability Earnings will be your average monthly compensation for your period as a sole proprietor, partner, or shareholder.

All Other Members. Predisability Earnings means your monthly rate of earnings from your Employer, including:

- * Commissions averaged over the Earnings Period shown in the Specifications or over the period of your employment if less than the Earnings Period; and
- * Shift differential pay.

Predisability Earnings does not include:

- * Bonuses;
- * Overtime pay; and
- * Any other extra compensation.

If you are paid on an annual contract basis, your monthly rate of earnings is one-twelfth (1/12th) of your annual contract salary.

If you are paid hourly, your monthly rate of earnings is based on your hourly pay rate multiplied by the number of hours you are regularly scheduled to work per month, but not more than 173 hours. If you do not have regular work hours, your monthly rate of earnings is based on the average number of hours you worked per month during the preceding 12 calendar months (or during your period of employment if less than 12 months), but not more than 173 hours.

All Members. Predisability Earnings includes contributions you make through a salary reduction agreement with your Employer to:

- * An Internal Revenue Code (IRC) Section 401(k), 403(b), 408(k), or 457 deferred compensation arrangement;
- * An executive, nonqualified deferred compensation arrangement; or
- * An IRC Section 125 plan.

Predisability Earnings does not include your Employer's contributions on your behalf to any deferred compensation arrangement, pension plan, or benefit plan.]

CPI-W. This is the Consumer Price Index for Urban Wage Earners and Clerical Workers published by the United States Department of Labor. If the CPI-W is discontinued or changed, the Company may use a comparable index. Where required, the Company will obtain prior state approval of the new index.

Indexed Predisability Earnings. This is your Predisability Earnings adjusted by the rate of increase in the CPI-W. During your first year of Disability, your Indexed Predisability Earnings are the same as your Predisability Earnings. Thereafter, your Indexed Predisability Earnings are determined on each anniversary of your Disability by increasing the previous year's Indexed Predisability Earnings by the rate of increase in the CPI-W for the prior calendar year. Your Indexed Predisability Earnings will not decrease, even if the CPI-W decreases.

Injury. This is an injury to your body.

Physician Or Practitioner. This is a licensed medical professional, other than yourself, diagnosing and treating you within the scope of the license.

Pregnancy. This is your pregnancy, childbirth, or related medical conditions, including complications of pregnancy.

Sickness. This is your sickness, illness, or disease.

2.3 DEFINITION OF DISABILITY

You are Disabled if you meet one of the following definitions during the period it applies:

- * Own Occupation Definition of Disability;
- * Any Occupation Definition of Disability; or
- * Partial Disability Definition.

Own Occupation Definition Of Disability.

During the period preceding your Beginning Date and during the Own Occupation Period you are required to be Disabled only from your own occupation.

You are Disabled from your own occupation if, as a result of Sickness, Injury, or Pregnancy, you are unable to perform with reasonable continuity the material duties of your own occupation.

[Optional:

If you are an attorney, your own occupation is your specialty in the practice of law.]

[Optional:

If you are a physician, your own occupation is your specialty in the practice of medicine.]

You may meet the Own Occupation Definition of Disability while working in another occupation. [Optional Language: You will no longer be considered Disabled when your Work Earnings exceed the Work Earnings Limit.]

Any Occupation Definition Of Disability.

During the Any Occupation Period you are required to be Disabled from all occupations.

You are Disabled from all occupations if, as a result of Sickness, Injury, or Pregnancy, you are unable to perform with reasonable continuity the material duties of any gainful occupation for which you are reasonably fitted by education, training, and experience.

Partial Disability Definition.

During the period preceding your Beginning Date and during the Own Occupation Period, you are Partially Disabled if you are working in your own occupation but, as a result of Sickness, Injury, or Pregnancy, you are unable to earn more than the Own Occupation Income Level.

During the Any Occupation Period, you are Partially Disabled if you are working in an occupation but, as a result of Sickness, Injury, or Pregnancy, you are unable to earn more than the Any Occupation Income Level in that occupation and in all other occupations for which you are reasonably suited under the Any Occupation Definition of Disability.

Your Any Occupation Period, Any Occupation Income Level, Own Occupation Period, Own Occupation Income Level[, and Work Earnings Limit] are shown in the Specifications.

2.4 WORKING WHILE DISABLED

You may accrue days toward the Beginning Date while working if you are Disabled.

During the Maximum Benefit Period benefits are payable while you are working if you are Disabled. However, your Work Earnings will be used to reduce your benefit as shown in Section 2.5 Benefit Amounts.

2.5 BENEFIT AMOUNTS

The benefit payable during your Disability will be one of the benefits described in this section, subject to the Maximum Benefit and Minimum Benefit shown in the Specifications.

LTD Benefit. The LTD Benefit will be paid if you do not have Work Earnings. Your LTD Benefit equals your Maximum Benefit minus your Other Income.

[Optional:

Proportionate Benefit. The Proportionate Benefit is paid in place of your LTD Benefit, if you are working while Disabled. Your Proportionate Benefit equals your LTD Benefit, multiplied by your Loss Of Earnings, divided by your Indexed Predisability Earnings.

Thus, the Proportionate Benefit is determined as follows:

$$\frac{\text{LTD Benefit} \times \text{Loss Of Earnings}}{\text{Indexed Predisability Earnings}} = \text{Proportionate Benefit}$$

Loss Of Earnings. This means your Indexed Predisability Earnings minus your Work Earnings.

- Or -

Return To Work 50% Offset Benefit. The Return To Work 50% Offset Benefit will be paid in place of your LTD Benefit, if you are working while Disabled. The Return To Work 50% Offset Benefit equals your LTD Benefit minus one-half of your Work Earnings.

- Or -

Return To Work Benefit. The Return To Work Benefit will be paid in place of your LTD Benefit, if you are working while Disabled. Your Return To Work Benefit equals the amount determined below.

Amount of Return To Work Benefit:

- * During the 12 months immediately after the date you first return to work, your Return To Work Benefit equals your LTD Benefit minus the amount of your Work Earnings which, when added to your LTD Benefit, exceeds 100% of your Indexed Predisability Earnings.

[variable;

- * After those first 12 months, your Return To Work Benefit equals your LTD Benefit minus one-half of your Work Earnings.

- Or -

- * After those first 12 months, your Return To Work Benefit equals your LTD Benefit, multiplied by your Loss Of Earnings, divided by your Indexed Predisability Earnings.

Thus, the Return To Work Benefit is determined as follows:

$$\frac{\text{LTD Benefit}}{\text{Indexed Predisability Earnings}} \times \text{Loss Of Earnings} = \text{Return To Work Benefit}]$$

Work Earnings. This is your gross monthly earnings from work you perform while Disabled, including earnings from your Employer, any other employer, or self-employment. Your earnings will be included in Work Earnings when you have the right to receive them. If you are paid in a lump sum or on a basis other than monthly, the Company will prorate your Work Earnings over the period of time to which they apply. If no period of time is stated, the Company will use a reasonable one.

[Optional:

Indexed Income Benefit. After the first 12 months of your Disability, the Company will adjust the benefit otherwise payable to you based on increases in the CPI-W, subject to the limits described below.

Beginning on the first anniversary of the start of your Disability, the benefit otherwise payable for that month will be increased by multiplying it by the Indexing Factor. The Indexing Factor is:

- * The CPI-W for the current year of your Disability; divided by
- * The CPI-W for the year your Disability started.

For purposes of the Indexed Income Benefit adjustment, the CPI-W is the CPI-W for the fourth month before the start of your Disability or the anniversary of the start of your Disability,

whichever is applicable.

Protection Against Decreases. Your indexed benefit will not decrease, even if the CPI-W decreases. In such case, the Indexing Factor used for the prior year will be used for the current year.

Limits On Indexed Income Benefit. The largest Indexed Income Benefit adjustment for each month will be the benefit otherwise payable for that month increased at the Maximum Rate shown in the Specifications, compounded annually for each full period of uninterrupted Disability. However, the benefit payable after adjustment by the Indexing Factor can never exceed the Maximum Adjusted Benefit shown in the Specifications.

Separate Disability. For each separate Disability the Indexing Factor begins at one.]

Benefit Amount For Partial Month. When a Disability lasts for a part of a month, an amount equal to the benefit otherwise payable, divided by the number of days in the month, is payable for each day you are Disabled.

2.6 WAIVER OF PREMIUM

The Company will waive premiums for your insurance while benefits are payable to you.

2.7 SURVIVOR BENEFIT

If you die while benefits are payable, a Survivor Benefit is payable. The amount of the Survivor Benefit is shown in the Specifications. The Survivor Benefit will first be applied to reduce any overpayment of your claim. The Company will pay the remaining Survivor Benefit, if any, to its choice of one or more of the following:

- * Your spouse;
 - * Your children;
 - * Any person providing care and support for any of them; or
- [Optional:
* Your estate.]

2.8 ASSIGNMENT

The rights and benefits under the Policy are not assignable.

2.9 CONTINUATION OF BENEFITS

Your right to receive benefits for a period of Disability which begins while you are insured will not be affected by:

- * Termination of the Policy after you become Disabled;
- * Termination of your insurance while the Policy remains in force; or
- * Any amendment to the Policy approved after the date you become Disabled.

2.10 WHEN BENEFITS END

Your benefits end automatically on the earliest of:

- * The date you are no longer Disabled;
- * The date your Maximum Benefit Period ends;
- * The date you die; and
- * The date benefits become payable under any other group LTD insurance policy under which you become insured during a period of Temporary Recovery.

SECTION 3. BENEFIT PROVISIONS

3.1 OTHER INCOME

Other Income. The amounts below are Other Income unless shown in Section 3.2 Exceptions To Other Income:

- * Any amount you receive or are eligible to receive as a result of your disability from:

[Optional, removed for non-occupational coverage:

(1) Any workers' compensation act or similar law including amounts for partial or total disability, whether permanent, temporary, or vocational;]

(2) Any state disability income benefit law or similar law; and

(3) Any group insurance coverage.

[variable;

- * Any disability or retirement benefits you receive or are eligible to receive under your Employer's retirement plan, including a public employee retirement system, a state

teacher retirement system, and a plan arranged and maintained by a union or employee association for the benefit of its members.

If any of these plans has two or more payment options, the option which comes closest to providing you a monthly income for life with no survivors benefit will be Other Income, even if you choose a different option.

- Or -

- * Any amount you receive or are eligible to receive from your Employer's retirement plan due to disability or retirement;]
- * The Social Security Offset shown in the Specifications;
- * The Sick Pay or Salary Continuation Offset shown in the Specifications; and
- * Any amount you receive or are eligible to receive due to compromise, settlement, or other method as a result of a claim for Other Income, whether disputed or undisputed.

3.2 EXCEPTIONS TO OTHER INCOME

Other Income does not include:

- * Cost of living increases in Other Income which become effective while you are Disabled and while you are eligible for that Other Income.
- * Reimbursement for hospital, medical, or surgical expense.
- * Reasonable attorneys fees incurred in connection with a claim for Other Income.
- * Benefits paid under:
 - (1) Any individual disability insurance policy;
 - (2) Any group credit or group mortgage disability insurance policy;
 - (3) Any group insurance available through your professional association; and
 - (4) California Workers' Compensation benefits for permanent total or permanent partial disabilities.
- * Early retirement benefits under the Federal Social Security Act which are not actually received.

[Optional:

* The following amounts under your Employer's retirement plan:

- (1) A lump sum distribution of your entire interest in the plan;
- (2) Any amount which is attributable to your contributions to the plan; or
- (3) Any amount you could have received upon termination of employment without being disabled or retired.]

* Benefits from a:

- (1) Profit sharing plan;
- (2) Thrift or savings plan;
- (3) Deferred compensation plan;
- (4) Plan under IRC Section 401(k), 408(k), or 457;
- (5) Individual Retirement Account (IRA);
- (6) Tax Sheltered Annuity (TSA) under IRC Section 403(b);
- (7) Stock ownership plan;
- (8) Keogh (HR-10) plan; or

[Optional:

- (9) A retirement plan under a professional service corporation with respect to principals.]

3.3 RULES FOR OTHER INCOME

Monthly Equivalents. Each month the Company will determine your benefit using the Other Income attributable to the same monthly period, even if you actually receive the Other Income in another month.

If you are paid Other Income in a lump sum or by a method other than monthly, the Company will determine your benefit using a prorated amount. The Company will use the period of time to which the Other Income applies. If no period of time is stated, the Company will use a reasonable one.

Your Duty To Pursue Other Income. You must pursue Other Income for which you may be eligible. The Company may ask for

written documentation of your pursuit of Other Income. You must provide satisfactory documentation within 60 days after the Company mails you a request. Otherwise, the Company may reduce your benefits by the amount the Company estimates you would be eligible to receive upon proper pursuit of the Other Income. You must notify the Company of the amount of the Other Income when it is approved.

Overpayment Of Claim. You must immediately repay the Company any overpayment of your claim. The Company will notify you of the amount of any overpayment of your claim under any group disability insurance policy issued by the Company. You will not receive any benefits until the Company has been repaid in full. In the meantime, any benefits paid, including the Minimum Benefit, will be applied to reduce the amount of the overpayment. The Company may charge you interest at the legal rate for any overpayment which is not repaid within 30 days after the Company first mails you notice of the amount of the overpayment.

3.4 TEMPORARY RECOVERY AND SEPARATE DISABILITIES

You may temporarily recover from your Disability, and then become Disabled again from the same cause or causes, without having to start accruing days toward a new Beginning Date.

Temporary Recovery. This means you cease to be Disabled for no more than the following allowable periods:

Allowable Periods.

- * Before the Beginning Date: a total of 5 days of recovery for every 30 days accrued toward the Beginning Date.
- * During the Maximum Benefit Period: 180 days for each period of recovery.

Effect Of Your Temporary Recovery.

- * The Predisability Earnings used to determine your benefit will not change.
- * The period of Temporary Recovery will not count toward your Beginning Date, Own Occupation Period, or Maximum Benefit Period.
- * No benefits will be payable for the period of Temporary Recovery.
- * No benefits will be payable after benefits become payable to you under any other group long term disability insurance policy under which you become insured during

your period of Temporary Recovery.

- * Except as stated above, the provisions of the Policy will be applied as if there had been no interruption of your Disability.

Separate Disabilities. Each time you cease to be Disabled for more than the allowable period, a new Beginning Date, Own Occupation Period, and Maximum Benefit Period apply.

3.5 EXTENDED DISABILITY

If a period of Disability is extended by a new cause while benefits are payable, benefits will continue while you remain Disabled. However:

- * Benefits will not continue beyond the end of the original Maximum Benefit Period; and
- * Section 5. Exclusions And Limitations will apply to the new cause of Disability.

3.6 MISSTATEMENT OF AGE

If a person's age has been misstated, the Company will make an equitable adjustment of premiums, benefits, or both. The adjustment will be based on:

- * The amount of insurance based on the correct age; and
- * The difference between the premiums paid and the premiums which would have been paid if the age had been correctly stated.

SECTION 4. CONTINUITY OF COVERAGE

The Continuity of Coverage provision changes other provisions found in the Policy.

Waiver Of Active Work Requirement. If you were insured under the Prior Plan on the day before the effective date of your Employer's insurance under the Policy, you can become insured on the effective date of your Employer's insurance without meeting the Active Work Requirement.

The benefit payable for a period of continuous Disability beginning before you meet the Active Work Requirement will be:

- * The monthly benefit payable under the terms of the Policy; reduced by

- * Any benefits payable under the Prior Plan.

There is no Minimum Benefit if there is a reduction because of benefits payable under the Prior Plan.

Waiver Of Preexisting Conditions. If your Disability is subject to the Preexisting Condition Exclusion, benefits will still be payable if:

- * You were insured under the Prior Plan on the day before the effective date of your Employer's coverage under the Policy;
- * You became insured under the Policy when your insurance under the Prior Plan ceased;
- * You were continuously insured under the Policy from the effective date of your insurance under the Policy through the date you became Disabled from the Preexisting Condition; and
- * Benefits would have been payable under the Prior Plan if it had remained in force, taking into account the preexisting condition exclusion, if any, of the Prior Plan.

Payment of your benefit will be made under the terms of the Policy.

SECTION 5. EXCLUSIONS AND LIMITATIONS

[Optional:

5.1 PREEXISTING CONDITION EXCLUSION

You are not covered for a Disability caused or contributed to by a Preexisting Condition or medical or surgical treatment of a Preexisting Condition unless, on the date you become Disabled:

- * You have been continuously insured under the Policy for the entire Exclusion Period shown in the Specifications; and
- * You have been Actively At Work for at least one full day after the end of the Exclusion Period.

With respect to an Insurance Increase, you are not covered for a Disability caused or contributed to by a Preexisting Condition or medical or surgical treatment of a Preexisting

Condition unless, on the date you become Disabled:

- * You have been continuously insured for the Insurance Increase for the entire Exclusion Period shown in the Specifications; and
- * You have been Actively At Work for at least one full day after the end of the Exclusion Period.

Preexisting Condition. This is a mental or physical condition for which you have consulted a Physician Or Practitioner, received medical treatment or services, or taken prescribed drugs or medications at any time during the Preexisting Condition Period shown in the Specifications.

Insurance Increase. This is an increase in the amount of your benefit, an increase in your Maximum Benefit Period, or a decrease in the length of the period before your Beginning Date caused by a change in the provisions of the Policy selected by your Employer.]

5.2 OTHER EXCLUSIONS

You are not covered for a Disability:

[Optional, included for non-occupational coverages:

- * Arising out of or in the course of any employment for wage or profit;]
- * Caused or contributed to by Intentionally self-inflicted injury, while sane or insane; and
- * Caused or contributed to by War or any act of War.

War. This is declared or undeclared war, whether civil or international, and any substantial armed conflict between organized forces of a military nature.

5.3 LIMITATIONS

[Optional:

Alcoholism Or Drug Abuse. Payment of benefits is limited to not more than a total of [variable; ranges from 12 to 36] months during your entire lifetime for a Disability caused or contributed to by your alcoholism, drug addiction, or use of any hallucinogen.]

[Optional, included for non-occupational coverages:

Occupational Benefits. No benefits will be paid for any period when you are eligible to receive benefits under a workers' compensation law or similar law. If your claim for these benefits is accepted, compromised, or settled (whether disputed

or undisputed), you must repay the Company for the full amount of any payments the Company makes to you while your claim for occupational benefits is pending. Note: This insurance does not cover you for any occupational Disability.]

Physician Or Practitioner. You must be under the ongoing care of a Physician Or Practitioner during your Disability. No benefits will be paid for any period of Disability when you are not under the ongoing care of a Physician Or Practitioner.

[variable;

Mental Disorder. Payment of benefits is limited to not more than [ranges from 12 to 36] months for each period of Disability caused or contributed to by a Mental Disorder. However, if you are confined in a Hospital at the end of the [ranges from 12 to 36] months, this limitation will not apply while you are continuously confined.

- Or -

Mental Disorder. Payment of benefits is limited to not more than a total of [ranges from 12 to 36] months during your lifetime for Disabilities caused or contributed to by Mental Disorders. However, if you are confined in a Hospital at the end of the [ranges from 12 to 36] months, this limitation will not apply while you are continuously confined.]

Mental Disorder. This is a mental, emotional, behavioral, or stress disorder.

Hospital. This is a legally operated hospital providing full-time medical care and treatment under the direction of a full-time staff of licensed physicians. Rest homes, nursing homes, convalescent homes, homes for the aged, and facilities primarily affording custodial, educational, or rehabilitative care are not Hospitals.

SECTION 6. TERMINATION

6.1 WHEN INSURANCE ENDS

Your insurance ends automatically on the earliest of:

[Optional, included when insurance is Contributory:

- * The date the last period ends for which you made a premium contribution;]
- * The date the Policy terminates;
- * The date your employment terminates; and

- * The date you cease to be a Member. However, if you cease to be a Member because you are not working the required minimum number of hours, your insurance will be continued during the following periods, unless it ends on one of the dates shown above:

- (1) While you are receiving from your Employer at least the amount of Predisability Earnings in effect immediately before you ceased to be a Member;
- (2) While you are Disabled before the Beginning Date and while benefits are payable; or
- (3) During a leave of absence if continuation of your insurance under the Policy is required by the state-mandated family or medical leave act or law;
- (4) During any other leave of absence approved by your Employer in advance and in writing and scheduled to last the period shown in the Specifications.

[Optional, included for school groups:

If you cease to be a Member because of a school break or vacation, your insurance will be continued during that period.]

6.2 REINSTATEMENT OF INSURANCE

If your insurance ends, you may become insured again as a new Member. However, the following will apply:

- * If your insurance ends because you cease to be a Member, and if you become a Member again within 90 days, the Eligibility Waiting Period For Insurance will be waived;

[Optional, included when insurance is Contributory:

- * If your insurance ends because you fail to make a required premium contribution, you must provide Evidence Of Insurability to become insured again;]

- * If your insurance ends because you are on a state-mandated family or medical leave of absence, and you become a Member again immediately following the period allowed, your insurance will be reinstated pursuant to the state-mandated family or medical leave act or law; and

- * The Preexisting Condition Exclusion will be applied as if there had been no break in your insurance in the following instances:

- (1) If you become insured again within 90 days.

- (2) If required by a state-mandated family or medical leave act or law and you become insured again immediately following the period allowed under the family or medical leave act or law.

[Optional Benefit]

6.3 CONVERSION OF INSURANCE

When your insurance under the Policy ends, you may have a right to purchase either:

- * Group LTD conversion insurance; or
- * Individual disability income insurance.

Right To Convert. You have the right to convert, if:

- * Insurance ends because you are promoted out of the class(es) of eligible Members, or your employment ends for any reason other than retirement;
- * You have been insured under your Employer's LTD insurance program for at least one year on the date insurance ends;
- * You are not Disabled on the date insurance ends;
- * You are a citizen or resident of the United States or Canada; and
- * You are not eligible for insurance under any employer's LTD insurance program.

To have the right to convert to individual disability income insurance you must also be:

- * Under age 59 years 6 months;
- * A resident of the United States legally entitled to permanently reside in the United States;

[Optional:

- * Approved for individual disability income insurance by the Company;] and
- * Engaged in an occupation at the time insurance ends which belongs to one of the Company's top four individual disability income occupation classes.

Exercising The Right To Convert. To exercise the right to convert you must:

- * Complete the Company's application form in writing and pay the first premium for converted insurance to the Company's Group Insurance Administration office within the first 31 days after insurance ends; and

- * Select an available benefit amount.

If you exercise your right to convert, the converted insurance will become effective on the day after your insurance under the Policy ends.

Group LTD Conversion Insurance. If you choose to convert to group LTD conversion insurance, the benefit amount you select may not exceed the smallest of:

- * \$4,000 without Evidence Of Insurability or up to \$8,000 if Evidence Of Insurability is approved;
- * 60% of your Predisability Earnings on the date insurance ended; and
- * The Maximum Benefit payable if you had become Disabled on the day before insurance ended.

The maximum group LTD conversion insurance benefit is reduced by other income. The certificate the Company will issue to you when your group LTD conversion insurance becomes effective contains provisions which differ from the Policy.

Individual Disability Income Insurance. If you choose to convert to individual disability income insurance, the monthly benefit amount you select may not exceed the smallest of:

- * \$4,000;
- * 60% of your Predisability Earnings on the date insurance ended; and
- * The Maximum Benefit payable if you had become Disabled on the day before insurance ended.

The individual disability income policy issued to you by the Company will be in the form and on the terms determined by the Company according to the conversion guidelines in effect at the time of conversion.

SECTION 7. CLAIMS

7.1 FILING A CLAIM

Claims should be filed on the Company's forms. If you do not receive the Company's forms within 15 days after you ask for them, you may submit your claim in a letter to the Company. The letter should include the date your disability began, and the cause and nature of your disability.

7.2 PROOF OF LOSS

You must give the Company satisfactory Proof Of Loss within 90 days after the Beginning Date. If you cannot do so, you must give it to the Company as soon as reasonably possible, but not later than one year after that 90 day period. If Proof Of Loss is filed outside these time limits, your claim will be denied. These limits will not apply while you lack legal capacity.

Proof Of Loss. This means written proof that you are Disabled and entitled to benefits. Proof Of Loss must be provided at your expense.

7.3 DOCUMENTATION

At your expense, you must submit completed claims statements, your signed authorization for the Company to obtain information, and any other items the Company may reasonably require in support of your claim. If you do not provide the documentation within 60 days after the Company mails you a request, your claim may be denied.

7.4 TIME OF PAYMENT

The Company will pay benefits within 60 days after you provide satisfactory Proof Of Loss. Benefits will be paid at the end of each month you qualify for them.

7.5 PAYMENT OF CLAIM

Benefits will be paid to you. Benefits remaining unpaid at your death will be paid to the recipient of the Survivor Benefit.

7.6 INVESTIGATION OF CLAIM

The Company may investigate your claim at any time. At its own expense, the Company may have you and your financial records examined as often as is reasonably necessary. This will be done by specialists of the Company's choice. The Company may deny or suspend benefits if you fail to attend an examination or cooperate with the examiner.

7.7 NOTICE OF DECISION ON CLAIM

You will receive a written decision on your claim within a reasonable time after the Company receives your claim.

If you do not receive the Company's decision within 90 days after the Company receives your claim, you will have an immediate right to request a review as if your claim had been denied.

If the Company denies any part of your claim, you will receive a written notice of denial containing:

- * The reasons for the decision;
- * Reference to the parts of the Policy on which the decision is based;
- * A description of any additional information needed to support your claim; and
- * Information concerning your right to a review of the decision.

7.8 REVIEW PROCEDURE

You may request in writing a review of a denial of all or part of your claim within 60 days after you receive notice of the denial.

When you request a review, you may send the Company written comments or other items to support your claim. You may review any non-privileged information that relates to your request for review.

The Company will review your claim promptly after receiving your request. The Company will send you a notice of its decision within 60 days after receiving your request, or within 120 days if special circumstances require an extension. The Company will state the reasons for its decision and refer you to the relevant parts of the Policy.

7.9 TIME LIMITS ON LEGAL ACTIONS

No action at law or in equity may be brought until 60 days after you have given the Company Proof Of Loss. No such action may be brought more than three years after the earlier of:

- * The date the Company receives Proof Of Loss; and
- * The end of the period within which Proof Of Loss is required to be given.

SECTION 8. ALLOCATION OF AUTHORITY

Except for those functions which the Policy specifically reserves to the Policyowner, the Company has full and exclusive authority to control and manage the Policy, to administer claims, and to interpret the Policy and resolve all questions arising in the administration, interpretation, and application of the Policy.

The Company's authority includes, but is not limited to:

- * The right to resolve all matters when a review has been requested;
- * The right to establish and enforce rules and procedures for the administration of the Policy and any claim under it;
- * The right to determine:
 - (1) Your eligibility for insurance;
 - (2) Your entitlement to benefits;
 - (3) The amount of benefits payable to you;
 - (4) The sufficiency and the amount of information the Company may reasonably require to determine 1, 2, or 3 above.

Subject to the review procedures of the Policy, any decision the Company makes in the exercise of the Company's authority is conclusive and binding.

AMENDMENT TO GROUP LONG TERM DISABILITY INSURANCE POLICY FORM

Attached to and made a part of Group Policy Form NM 992-LTD

In order to comply with the U.S. Department of Labor Regulations 29CFR 2560.503-1, **Section 7 Claims** of the Group Policy is amended as follows. The use of brackets ([]) indicate the language is optional, braces (< >) indicate the language is variable:

1. Item 7.3, Documentation is amended to read as follows:

7.3 Documentation

At your expense, you must submit completed claims statements, your signed authorization for the Company to obtain information, and any other items the Company may reasonably require in support of your claim. If you do not provide the documentation within <45> days after the Company mails you a request, [your/the] claim may be denied.

2. Item 7.7 Notice Of Decision On Claim is amended to read as follows:

7.7 Notice Of Decision On Claim

The Company will evaluate your claim promptly after you file it. Within <45> days after the Company receives your claim the Company will send you: (a) a written decision on your claim; or (b) a notice that the Company is extending the period to decide your claim for <30> days. Before the end of this extension period the Company will send you: (a) a written decision on your claim; or (b) a notice that the Company is extending the period to decide your claim for an additional <30> days. If an extension is due to your failure to provide information necessary to decide the claim, the extended time period for deciding your claim will not begin until you provide the information or otherwise respond.

If the Company extends the period to decide your claim, the Company will notify you of the following: (a) the reasons for the extension; (b) when the Company expects to decide your claim; (c) an explanation of the standards on which entitlement to benefits is based; (d) the unresolved issues preventing a decision; and (e) any additional information the Company needs to resolve those issues.

If the Company requests additional information, you will have <45> days to provide the information. If you do not provide the requested information within <45> days, the Company may decide your claim based on the information the Company has received.

If the Company denies any part of your claim, you will receive a written notice of denial containing:

- The reasons for the decision.
- [Reference to the parts of the Policy on which the decision is based.]
- Reference to any internal rule or guideline relied upon in making the decision.

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LIFE AND HEALTH
ARKANSAS INSURANCE DEPARTMENT

- A description of any additional information needed to support your claim.
- Information concerning your right to a review of the decision.
- [Information concerning your right to bring a civil action for benefits under section 502(a) of ERISA if your claim is denied on review.]

3. Item 7.8 Review Procedure is amended to read as follows:

7.8 Review Procedure

If all or part of a claim is denied, you may request a review. You must request a review in writing within <180> days after you receive notice of the denial.

You may send the Company written comments or other items to support your claim. You may review and receive copies of any non-privileged information that is relevant to your request for review. There will be no charge for such copies. You may request the names of medical or vocational experts who provided advice to the Company about your claim.

[The person conducting the review will be someone other than the person who denied the claim and will not be subordinate to that person. The person conducting the review will not give deference to the initial denial decision. [If the denial was based on a medical judgement, the person conducting the review will consult with a qualified health care professional. This health care professional will be someone other than the person who made the original medical judgement and will not be subordinate to that person.]] The Company's review will include any written comments or other items you submit to support your claim.

The Company will review your claim promptly after the Company receives your request. Within <45> days after the Company receives your request for review the Company will send you: (a) a written decision on review; or (b) a notice that the Company is extending the review period for <45> days. If the extension is due to your failure to provide information necessary to decide the claim on review, the extended time period for review of your claim will not begin until you provide the information or otherwise respond.

If the Company extends the review period, the Company will notify you of the following: (a) the reasons for the extension; (b) when the Company expects to decide your claim on review; and (c) any additional information the Company needs to decide your claim.

If the Company requests additional information, you will have <45> days to provide the information. If you do not provide the requested information within <45> days, the Company may conclude the review of your claim based on the information the Company has received.

If the Company denies any part of your claim on review, you will receive a written notice of denial containing:

- The reasons for the decision.
- Reference to the parts of the Policy on which the decision is based.
- [Reference to any internal rule or guideline relied upon in making the decision.]

- Information concerning your right to receive free of charge copies of non-privileged documents and records relevant to your claim.
- [Information concerning your right to bring a civil action for benefits under section 502(a) of ERISA.]

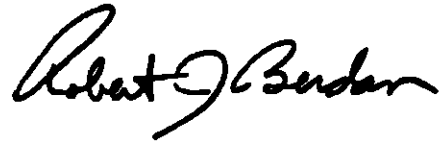
[The Policy does not provide voluntary alternative dispute resolution options. However, you may contact your local U.S. Department of Labor Office and you State insurance regulatory agency for assistance.]

The Northwestern Mutual Life Insurance Company

By



President and C.E.O.



Secretary

GROUP INSURANCE POLICY

NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY

HOME OFFICE: 720 East Wisconsin Ave., Milwaukee WI 53202
GROUP INSURANCE ADMINISTRATION: PO Box 2177, Portland OR 97208

POLICY NUMBER	L#####
NAME OF POLICYOWNER	Name
TYPE OF COVERAGE	Group Long Term Disability
POLICY EFFECTIVE DATE	mm/dd/yyyy

The Northwestern Mutual Life Insurance Company agrees to pay the benefits provided by the Policy, in accordance with the provisions of the Policy.

The consideration for the Policy is the application of the Policyowner and the payment by the Policyowner of premiums as provided herein.

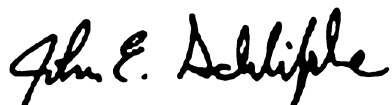
The Policy is issued for the Initial Rate Guarantee Period shown in the **Specifications**. The Policy may be renewed for successive renewal periods by the payment of the Premium on each renewal date, provided the number of persons insured on each renewal date is neither less than the Minimum Participation Number nor less than the Minimum Participation Percentage shown in the **Specifications**. The length of successive renewal periods will be determined by the Company, but will not be less than 12 months.

For purposes of effective dates and ending dates under the Policy, all days begin and end at 12:01 A.M. Standard Time at the Policyowner's address.

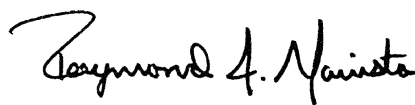
All provisions on this and the following pages are part of the Policy. The terms "you" and "your" refer to the insured Member. The term "the Company" refers to Northwestern Mutual Life. Other defined terms appear with their initial letters capitalized. Section headings, and references to them, appear capitalized and in boldface type.

The Northwestern Mutual Life Insurance Company

By



Chief Executive Officer



Secretary

**LIMITATIONS AND EXCLUSIONS UNDER THE
ARKANSAS LIFE AND HEALTH INSURANCE
GUARANTY ASSOCIATION ACT**

Residents of this state who purchase life insurance, annuities or disability insurance should know that the insurance companies licensed in this state to write these types of insurance are members of the Arkansas Life and Health Insurance Guaranty Association ("Guaranty Association"). The purpose of the Guaranty Association is to assure that policyholders will be protected, within limits, in the unlikely event that a member insurer becomes financially unable to meet its obligations. If this should happen, the Guaranty Association will assess its other member insurance companies for the money to pay the claims of insured persons who live in this state, and in some cases, to keep coverage in force. The valuable extra protection provided by the member insurers through the Guaranty Association is not unlimited, however. And, as noted below, this protection is not a substitute for consumers' care in selecting companies that are well-managed and financially stable.

DISCLAIMER

The Arkansas Life and Health Insurance Guaranty Association ("Guaranty Association") may not provide coverage for this policy. If coverage is provided, it may be subject to substantial limitations or exclusions, and require continued residency in this state. You should not rely on coverage by the Arkansas Life and Health Insurance Guaranty Association in selecting an insurance company or in purchasing an insurance policy or contract.

Coverage is NOT provided for your policy or any portion of it that is not guaranteed by the insurer or for which you have assumed the risk, such as non-guaranteed amounts held in a separate account under a variable life or variable annuity contract.

Insurance companies or their agents are required by law to give or send you with this notice. However, insurance companies and their agents are prohibited by law from using the existence of the guaranty association to induce you to purchase any kind of insurance policy.

**The Arkansas Life and Health Insurance Guaranty Association
c/o The Liquidation Division
1023 West Capitol
Little Rock, Arkansas 72201**

**Arkansas Insurance Department
1200 West Third St
Little Rock, Arkansas 72201-1904**

The state law that provides for this safety-net is called the Arkansas Life and Health Insurance Guaranty Association Act. Below is a brief summary of this law's coverages, exclusions and limits. This summary does not cover all provisions of the law; nor does it in any way change anyone's rights or obligations under the Act or the rights or obligations of the Guaranty Association.

COVERAGE

Generally, individuals will be protected by the Life and Health Insurance Guaranty Association if they live in this state and hold a life or disability insurance contract, or an annuity, or if they are insured under a group insurance contract, issued by a member insurer. The beneficiaries, payees or assignees of insured persons are protected as well, even if they live in another state.

EXCLUSIONS FROM COVERAGE

However, persons holding policies are **NOT** protected by the Association if:

- They are eligible for protection under the laws of another state (this may occur when the insolvent insurer was incorporated in another state whose guaranty association protects insureds who live outside that state);
- The insurer was not authorized to do business in this state;

The Association also does **NOT** provide coverage for:

- Any policy or portion of a policy which is not guaranteed by the insurer or for which the individual has assumed the risk, such as non-guaranteed amounts held in a separate account under a variable life or variable annuity contract.
- Any policy of reinsurance (unless an assumption certificate was issued);
- Interest rate yields that exceed an average rate;
- Dividends and voting rights and experience rating credits;
- Credits given in connection with the administration of a policy by a group contractholder;
- Employers' plans to the extent they are self-funded (that is not insured by an insurance company, even if an insurance company administers them);
- Unallocated annuity contracts (which give rights to group contractholders, not individuals).

LIMITS ON AMOUNT OF COVERAGE

The Act also limits the amount the Guaranty Association is obligated to pay out: The Guaranty Association cannot pay more than what the insurance company would owe under a policy or contract. Also, for any one insured life, the Guaranty Association will pay a maximum of \$300,000--no matter how many policies and contracts there were with the same company, even if they provided different types of coverages. Within this overall \$300,000 limit, the Guaranty Association will not pay more than \$300,000 in health insurance benefits, \$300,000 in present value of annuity benefits, or \$300,000 in life insurance death benefits or net cash surrender values--again, no matter how many policies and contracts there were with the same company, and no matter how many different types of coverages. There is a \$1,000,000 limit with respect to any contractholder for unallocated annuity benefits irrespective of the number of contracts held by the contractholder. These are limitations for which the Guaranty Association is obligated before taking into account either its subrogation and assignment rights or the extent to which those benefits could be provided out of the assets of the impaired or insolvent insurer.

STATE OF ARKANSAS
REQUIRED POLICY INFORMATION

Insurance Department
Address

Arkansas Insurance Department
1200 West Third Street
Little Rock, Arkansas 72201

Telephone Number

(501) 371-2640 or (800) 852-5494

Name and Address of
the Insurance Company

The Northwestern Mutual Life Insurance
Company
Group Insurance Administration
P.O. Box 2177
Portland, OR 97208-2177

Telephone Number

(800) 378-4665

Name, Address, and
Telephone Number
of the Agent

Agent Name
Street Address
City, State, Zipcode
Telephone Number

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SPECIFICATIONS

This section contains many of the features of your long term disability (LTD) insurance. Other provisions, including exclusions, limitations, and Other Income, appear in other sections. Please refer to the text of each section for full details. The **Guide To Policy Provisions** and **Index of Defined Terms** help locate sections and definitions.

GENERAL INFORMATION

Policy Number:	L#####
Policyowner:	Name
Employer:	Name
Policy Effective Date:	mm/dd/yyyy
Policy Issued In:	Arkansas

SECTION 1. BECOMING INSURED

To become insured you must:

- * Be a Member;
- * Complete your Eligibility Waiting Period For Insurance; and
- * Meet the other requirements in **Section 1. Becoming Insured.**

Definition of Member:

- * An active employee of the Employer;
- * A citizen or resident of the United States or Canada; and
- * Regularly working 30 or more hours per week for the Employer.

You are not a Member if you are:

- * A temporary or seasonal employee; or
- * A full time member of the armed forces of any country.

**Eligibility Waiting
Period For Insurance:**

This is the period you must be a Member before you become eligible for insurance.

If you are a Member on the Policy Effective Date, you meet the Eligibility Waiting Period For Insurance on that date.

If you become a Member after the Policy Effective Date, you meet the Eligibility Waiting Period For Insurance on the first day of the calendar month coinciding with or next following 90 consecutive days as a Member.

Evidence Of Insurability:

Required for:

- * Late application for Contributory insurance;
- * Reinstatements if required; and
- * Members eligible but not insured under the Prior Plan.

Member Contributions:

Noncontributory. The Policyowner or Employer pays the entire premium for your insurance.

SECTION 2. BENEFITS**2.2 BENEFIT TERMS**

Beginning Date: 90th day of Disability in the first 119 days after the date you become Disabled.

Maximum Benefit: 60% of your Predisability Earnings, not to exceed a monthly amount of \$10,000.

Minimum Benefit: \$100.

Maximum Benefit Period: Determined by your age when Disability begins, as follows:

Age	Maximum Benefit Period
61 or younger	to age 65, or 3 years 6 months, if longer.
62	3 years 6 months
63	3 years
64	2 years 6 months
65	2 years
66	1 year 9 months
67	1 year 6 months
68	1 year 3 months
69 or older	1 year

Predisability Earnings: Based on your last full day of Active Work.

Earnings Period for Commissions: The preceding 12 calendar months.

2.3 DEFINITION OF DISABILITY

Own Occupation Period: The first 24 months for which benefits are paid.

Any Occupation Period: From the end of the Own Occupation Period to the end of the Maximum Benefit Period.

Partial Disability:

Covered.

Own Occupation
Income Level:

80% of your Indexed Predisability Earnings.

Any Occupation
Income Level:

80% of your Indexed Predisability Earnings.

2.5 BENEFIT AMOUNTS**LTD Benefit:**

Your Maximum Benefit minus your Other Income.

Return To Work Benefit:

During the 12 months
immediately after the date
you first return to work
while benefits are payable:

Your LTD Benefit minus the amount of your Work
Earnings which, when added to your Maximum Benefit,
exceeds 100% of your Indexed Predisability Earnings.

After those first
12 months, if you have Work
Earnings, the Company
will pay the greater of:

Your LTD Benefit minus one-half of your Work
Earnings; or

Your LTD Benefit multiplied by your Loss Of Earnings,
divided by your Indexed Predisability Earnings.

2.7 SURVIVOR BENEFIT**Amount:**

A lump sum equal to three times your Maximum
Benefit.

Estate Payment:

Yes

SECTION 3. BENEFIT PROVISIONS**3.1 OTHER INCOME****Social Security Offset:**

Any amount you or your dependents receive or are
eligible to receive because of your disability or
retirement under the Federal Social Security Act, the
Canada Pension Plan, the Quebec Pension Plan, or any
similar plan or act is Other Income.

Benefits your spouse or children receive or are eligible
to receive because of your disability are Other Income
regardless of status, custody, or place of residence.

**Sick Pay or Salary
Continuation Offset:**

The amount of sick pay or other salary continuation (but not vacation pay) paid to you by your Employer which, when added to your Maximum Benefit, exceeds 100% of Indexed Predisability Earnings is Other Income.

SECTION 5. EXCLUSIONS AND LIMITATIONS

5.1 PREEXISTING CONDITION EXCLUSION

**Preexisting Condition
Period:**

The 90-day period just before the date your insurance becomes effective.

Exclusion Period:

The first 12 months you are insured.

5.2 OTHER EXCLUSIONS

- * Intentionally self-inflicted injury; and
- * War.

5.3 LIMITATIONS

- * Mental Disorder And Substance Abuse Or Dependency; and
- * Care of A Physician Or Practitioner.

SECTION 6. TERMINATION

6.1 WHEN INSURANCE ENDS

**Leave of Absence
Period:**

Insurance is continued while on a leave of absence scheduled to last 30 days or less.

SECTION 9. PREMIUMS

**Premium Rate during Initial
Rate Guarantee Period:**

0.250% of each insured Member's Predisability Earnings insured under the Policy.

9.2 CHANGES

**Initial Rate
Guarantee Period:**

May 1, 2012 to March 1, 2012.

Advance Notice Period:

60 days.

9.3 PAYMENT OF PREMIUMS

Premium Due Dates: May 1, 2012 and the first day of each calendar month thereafter.

9.4 GRACE PERIOD

Grace Period: 31 days.

SECTION 10. THE CONTRACT

10.7 TERMINATION OF CONTRACT

Minimum Participation:

Number: 10 Members.

Percentage: 100% of Members.

Advance Notice Period: 60 days.

SECTION 1. BECOMING INSURED

1.1 INITIAL EFFECTIVE DATE

You are eligible for insurance if you are a Member who has completed the Eligibility Waiting Period For Insurance shown in the **Specifications**. Subject to the Active Work Requirement, your insurance will become effective as determined in this section. Additionally, to become insured for Contributory insurance you must also apply in writing and agree to pay premiums. The **Specifications** states whether your insurance is Contributory or Noncontributory.

Evidence Of Insurability Not Required. Insurance not subject to Evidence Of Insurability will become effective on:

- * The date you meet the Eligibility Waiting Period For Insurance, if insurance is Noncontributory;
- * The date you meet the Eligibility Waiting Period For Insurance, if insurance is Contributory and you apply on or before that date; or
- * The date you apply, if insurance is Contributory and you apply within 31 days after the date you meet the Eligibility Waiting Period For Insurance.

Late Application. Evidence Of Insurability is required if you apply for Contributory insurance more than 31 days after the date you meet the Eligibility Waiting Period For Insurance.

Evidence Of Insurability Required. Insurance subject to Evidence Of Insurability will become effective on the date the Company approves your Evidence Of Insurability.

Evidence Of Insurability. When required you must:

- * Complete the forms required by the Company;
- * Sign the forms which allow the Company to obtain information about you;
- * Provide, at your expense, other information the Company may reasonably require for determining your insurability; and
- * Undergo a physical examination, if required by the Company.

1.2 DELAYED EFFECTIVE DATE

If you do not meet the Active Work Requirement, the effective date of your insurance is delayed. Delayed insurance becomes effective on the day after you complete one full day of Active Work.

1.3 ACTIVE WORK REQUIREMENT

The Active Work Requirement is met if you are a Member who is Actively At Work on the day before the scheduled effective date of your insurance. It is also met if you:

- * Are capable of Active Work on that day, but are absent due to vacation, holiday, or scheduled day off; and
- * Were Actively At Work on the last scheduled work day before the absence.

Actively At Work and Active Work. This means you are performing the Material Duties of your Own Occupation at your Employer's usual place(s) of business.

1.4 REPLACEMENT COVERAGE

If you were insured under the Prior Plan on the day before the effective date of your Employer's coverage under the Policy, you do not have to meet the Eligibility Waiting Period For Insurance shown in the **Specifications**.

If your insurance is Contributory and you were eligible for insurance under the Prior Plan for more than 31 days but were not insured, you must provide satisfactory Evidence Of Insurability to become insured under the Policy.

Prior Plan. This means your Employer's group long term disability insurance plan in effect on the day before the effective date of your Employer's coverage under the Policy and which is replaced by the Policy.

1.5 INCREASED INSURANCE

An increase in your insurance does not become effective until you meet the Active Work Requirement. However, if you meet the Active Work Requirement while Disabled or during a period of Temporary Recovery, you will not qualify for any increase in insurance.

1.6 INCONTESTABILITY

When Evidence Of Insurability is required, the Company relies on the information provided. Any statement you make to obtain insurance is a representation and not a warranty. The Company may contest the validity of your insurance or reduce or deny a claim if:

- * The information you provide contains a misrepresentation;
- * Your insurance would not have been approved if the Company had known the truth; and
- * The Company has given you a copy of the written instrument signed by you which contains the misrepresentation.

After your insurance has been in effect for two years, the Company will not use a misrepresentation to contest its validity or reduce or deny your claim for a Disability that begins after the two year period, unless the misrepresentation was fraudulent.

SECTION 2. BENEFITS

2.1 INSURING CLAUSE

Benefits become payable for your Disability only if:

- * You become Disabled while insured under the Policy;
- * You are under the ongoing care of a Physician Or Practitioner;
- * Your Disability results from an Injury, Sickness, or Pregnancy;
- * You give the Company satisfactory Proof Of Loss within 90 days after the Beginning Date;

- * Your Disability is not excluded under **Section 5. Exclusions And Limitations**; and
- * You meet all other terms of the Policy.

2.2 BENEFIT TERMS

Beginning Date. This is the date on which benefits begin to accrue after you become Disabled. Benefits are not payable for the time you are Disabled before the Beginning Date. See **Specifications**.

Maximum Benefit. Your Maximum Benefit is shown in the **Specifications**.

Minimum Benefit. Your Minimum Benefit is shown in the **Specifications**.

Maximum Benefit Period. This is the longest period for which benefits are payable for any one period of continuous Disability, whether from one or more causes. It begins on the Beginning Date. No benefits are payable after the end of the Maximum Benefit Period, even if you are still Disabled. See **Specifications**.

Predisability Earnings. Your Predisability Earnings for each uninterrupted period of Disability will be the Predisability Earnings in effect on the date shown in the **Specifications**. Any change in your earnings after that date will not affect your Predisability Earnings.

Predisability Earnings means your monthly rate of earnings from your Employer, including:

- * Contributions you make through a salary reduction agreement with your Employer to:
 - (1) An Internal Revenue Code (IRC) Section 401(k), 403(b), 408(k), or 457 deferred compensation arrangement;
 - (2) An executive, nonqualified deferred compensation arrangement; or
 - (3) An IRC Section 125 plan;
- * Commissions averaged over the Earnings Period shown in the **Specifications** or over the period of your employment if less than the Earnings Period; and
- * Shift differential pay.

Predisability Earnings does not include:

- * Bonuses;
- * Overtime pay;
- * Your Employer's contributions on your behalf to any deferred compensation arrangement, pension plan, or benefit plan; and
- * Any other extra compensation.

If you are paid on an annual contract basis, your monthly rate of earnings is one-twelfth (1/12th) of your annual contract salary.

If you are paid hourly, your monthly rate of earnings is based on your hourly pay rate multiplied by the number of hours you are regularly scheduled to work per month, but not more than 173 hours. If you do not have regular work hours, your monthly rate of earnings is based on the average number of

hours you worked per month during the preceding 12 calendar months (or during your period of employment if less than 12 months), but not more than 173 hours.

CPI-W. This is the Consumer Price Index for Urban Wage Earners and Clerical Workers published by the United States Department of Labor. If the CPI-W is discontinued or changed, the Company may use a comparable index. Where required, the Company will obtain prior state approval of the new index.

Indexed Predisability Earnings. This is your Predisability Earnings adjusted by the rate of increase in the CPI-W. During your first year of Disability, your Indexed Predisability Earnings are the same as your Predisability Earnings. Thereafter, your Indexed Predisability Earnings are determined on each anniversary of your Disability by increasing the previous year's Indexed Predisability Earnings by the rate of increase in the CPI-W for the prior calendar year. Your Indexed Predisability Earnings will not decrease, even if the CPI-W decreases.

Injury. This is an injury to your body.

Physician Or Practitioner. This is a licensed medical professional, other than yourself, diagnosing and treating you within the scope of the license. If Disability is primarily due to any Mental Disorder, Physician or Practitioner means a psychiatrist or licensed doctoral level psychologist, other than yourself.

Pregnancy. This is your pregnancy, childbirth, or related medical conditions, including complications of pregnancy.

Sickness. This is your sickness, illness, or disease.

2.3 DEFINITION OF DISABILITY

You are Disabled if you meet one of the following definitions during the period it applies:

- * Own Occupation Definition of Disability;
- * Any Occupation Definition of Disability; or
- * Partial Disability Definition.

Own Occupation Definition Of Disability.

During the period preceding your Beginning Date and during the Own Occupation Period you are required to be Disabled only from your Own Occupation.

You are Disabled from your Own Occupation if, as a result of Sickness, Injury, or Pregnancy, you are unable to perform with reasonable continuity the Material Duties of your Own Occupation.

You may meet the Own Occupation Definition of Disability while working in another occupation.

Any Occupation Definition Of Disability.

During the Any Occupation Period you are required to be Disabled from all occupations.

You are Disabled from all occupations if, as a result of Sickness, Injury, or Pregnancy, you are unable to perform with reasonable continuity the Material Duties of any gainful occupation for which you are reasonably fitted by education, training, and experience.

Partial Disability Definition.

During the period preceding your Beginning Date and during the Own Occupation Period, you are Partially Disabled if you are working in your Own Occupation but, as a result of Sickness, Injury, or Pregnancy, you are unable to earn more than the Own Occupation Income Level.

During the Any Occupation Period, you are Partially Disabled if you are working in an occupation but, as a result of Sickness, Injury, or Pregnancy, you are unable to earn more than the Any Occupation Income Level in that occupation and in all other occupations for which you are reasonably suited under the Any Occupation Definition of Disability.

Your Any Occupation Period, Any Occupation Income Level, Own Occupation Period, and Own Occupation Income Level are shown in the **Specifications**.

Own Occupation. This is any employment, business, trade, profession, calling or vocation that involves Material Duties of the same general character as your regular and ordinary employment with your Employer. Your Own Occupation is not limited to your specific job with your Employer or to your specific area of specialization, interest or expertise within the general occupation.

Material Duties. These are the essential tasks, functions and operations and the skills, abilities, knowledge, training and experience, generally required by employers from those engaged in a particular occupation.

2.4 WORKING WHILE DISABLED

You may accrue days toward the Beginning Date while working if you are Disabled.

During the Maximum Benefit Period benefits are payable while you are working if you are Disabled. However, your Work Earnings will be used to reduce your benefit as shown in **Section 2.5 Benefit Amounts**.

2.5 BENEFIT AMOUNTS

The benefit payable during your Disability will be one of the benefits described in this section, subject to the Maximum Benefit and Minimum Benefit shown in the **Specifications**.

LTD Benefit. The LTD Benefit will be paid if you do not have Work Earnings. Your LTD Benefit is shown in the **Specifications**.

Return To Work Benefit. The Return To Work Benefit will be paid in place of your LTD Benefit, if you are working while Disabled. Your Return To Work Benefit equals the amount determined below.

Amount of Return To Work Benefit:

- * During the 12 months immediately after the date you first return to work while benefits are payable, your Return To Work Benefit equals your LTD Benefit minus the amount of your Work Earnings which, when added to your Maximum Benefit, exceeds 100% of your Indexed Predisability Earnings.

After those first 12 months, if you have Work Earnings, the Company will pay the greater of:

- * your LTD Benefit minus one-half of your Work Earnings; or
- * your LTD Benefit, multiplied by your Loss Of Earnings, divided by your Indexed Predisability Earnings. Thus, the Return To Work Benefit is determined as follows:

$$\frac{\text{LTD Benefit} \times \text{Loss Of Earnings}}{\text{Indexed Predisability Earnings}} = \text{Return To Work Benefit}$$

Loss Of Earnings. This means your Indexed Predisability Earnings minus your Work Earnings.

Work Earnings. This is your gross monthly earnings from work you perform while Disabled, including earnings from your Employer, any other employer, or self-employment. Your earnings will be included in Work Earnings when you have the right to receive them. If you are paid in a lump sum or on a basis other than monthly, the Company will prorate your Work Earnings over the period of time to which they apply. If no period of time is stated, the Company will use a reasonable one.

Benefit Amount For Partial Month. When a Disability lasts for a part of a month, an amount equal to the benefit otherwise payable, divided by the number of days in the month, is payable for each day you are Disabled.

2.6 WAIVER OF PREMIUM

The Company will waive premiums for your insurance while benefits are payable to you.

2.7 SURVIVOR BENEFIT

If you die while benefits are payable, a Survivor Benefit is payable. The amount of the Survivor Benefit is shown in the **Specifications**. The Survivor Benefit will first be applied to reduce any overpayment of your claim. The Company will pay the remaining Survivor Benefit, if any, to its choice of one or more of the following:

- * Your spouse;
- * Your children;
- * Any person providing care and support for any of them; or
- * Your estate.

2.8 ASSIGNMENT

The rights and benefits under the Policy are not assignable.

2.9 CONTINUATION OF BENEFITS

Your right to receive benefits for a period of Disability which begins while you are insured will not be affected by:

- * Termination of the Policy after you become Disabled;
- * Termination of your insurance while the Policy remains in force; or
- * Any amendment to the Policy approved after the date you become Disabled.

2.10 WHEN BENEFITS END

Your benefits end automatically on the earliest of:

- * The date you are no longer Disabled;
- * The date you die;
- * The date benefits become payable under any other group LTD insurance policy under which you become insured during a period of Temporary Recovery; and
- * The date your Maximum Benefit Period ends.

2.11 REHABILITATION BENEFIT

At your request, the Company will consider joining in a program to rehabilitate you. The Company's role in the program will be determined by written agreement with you. Benefits will continue during the program under the terms of the agreement.

2.12 REASONABLE ACCOMMODATION EXPENSE BENEFIT

At the Employer's request, a Reasonable Accommodation Expense Benefit may be payable to the Employer, if you return to work in any occupation for your Employer as a result of a reasonable accommodation made by your Employer. A Reasonable Accommodation Expense Benefit, in an amount determined by us, will be payable to your Employer only if the reasonable accommodation is approved by us in writing.

SECTION 3. BENEFIT PROVISIONS

3.1 OTHER INCOME

Other Income. The amounts below are Other Income unless shown in **Section 3.2 Exceptions To Other Income**:

- * Any amount you receive or are eligible to receive as a result of your disability from:
 - (1) Any workers' compensation act or similar law including amounts for partial or total disability, whether permanent, temporary, or vocational;
 - (2) Any state disability income benefit law or similar law; and
 - (3) Any group insurance coverage.
- * Any amount you receive or are eligible to receive from your Employer's retirement plan due to disability or retirement;
- * The Social Security Offset shown in the **Specifications**;
- * The Sick Pay or Salary Continuation Offset shown in the **Specifications**; and
- * Any amount you receive or are eligible to receive due to compromise, settlement, or other method as a result of a claim for Other Income, whether disputed or undisputed.

3.2 EXCEPTIONS TO OTHER INCOME

Other Income does not include:

- * Cost of living increases in Other Income which become effective while you are Disabled and while you are eligible for that Other Income.
- * Reimbursement for hospital, medical, or surgical expense.
- * Reasonable attorneys fees incurred in connection with a claim for Other Income.
- * Benefits paid under:
 - (1) Any individual disability insurance policy;
 - (2) Any group credit or group mortgage disability insurance policy;
 - (3) Any group insurance available through your professional association; and
 - (4) California Workers' Compensation benefits for permanent total or permanent partial disabilities.
- * Early retirement benefits under the Federal Social Security Act which are not actually received.
- * The following amounts under your Employer's retirement plan:
 - (1) A lump sum distribution of your entire interest in the plan;
 - (2) Any amount which is attributable to your contributions to the plan; or
 - (3) Any amount you could have received upon termination of employment without being disabled or retired.
- * Benefits from a:
 - (1) Profit sharing plan;
 - (2) Thrift or savings plan;
 - (3) Deferred compensation plan;
 - (4) Plan under IRC Section 401(k), 408(k), or 457;
 - (5) Individual Retirement Account (IRA);
 - (6) Tax Sheltered Annuity (TSA) under IRC Section 403(b);
 - (7) Stock ownership plan;
 - (8) Keogh (HR-10) plan; or
 - (9) A retirement plan under a professional service corporation with respect to principals.

3.3 RULES FOR OTHER INCOME

Monthly Equivalents. Each month the Company will determine your benefit using the Other Income attributable to the same monthly period, even if you actually receive the Other Income in another month.

If you are paid Other Income in a lump sum or by a method other than monthly, the Company will determine your benefit using a prorated amount. The Company will use the period of time to which the Other Income applies. If no period of time is stated, the Company will use a reasonable one.

Your Duty To Pursue Other Income. You must pursue Other Income for which you may be eligible. The Company may ask for written documentation of your pursuit of Other Income. You must provide satisfactory documentation within 60 days after the Company mails you a request. Otherwise, the Company may reduce your benefits by the amount the Company estimates you would be eligible to receive upon proper pursuit of the Other Income. You must notify the Company of the amount of the Other Income when it is approved.

Overpayment Of Claim. You must immediately repay the Company any overpayment of your claim. The Company will notify you of the amount of any overpayment of your claim under any group disability insurance policy issued by the Company. You will not receive any benefits until the Company has been repaid in full. In the meantime, any benefits paid, including the Minimum Benefit, will be applied to reduce the amount of the overpayment. The Company may charge you interest at the legal rate for any overpayment which is not repaid within 30 days after the Company first mails you notice of the amount of the overpayment.

3.4 TEMPORARY RECOVERY AND SEPARATE DISABILITIES

You may temporarily recover from your Disability, and then become Disabled again from the same cause or causes, without having to start accruing days toward a new Beginning Date.

Temporary Recovery. This means you cease to be Disabled for no more than the following allowable periods:

Allowable Periods.

- * Before the Beginning Date: 30 days.
- * During the Maximum Benefit Period: 180 days for each period of recovery.

Effect Of Your Temporary Recovery.

- * The Predisability Earnings used to determine your benefit will not change.
- * The period of Temporary Recovery will not count toward your Beginning Date, Own Occupation Period, or Maximum Benefit Period.
- * No benefits will be payable for the period of Temporary Recovery.
- * No benefits will be payable after benefits become payable to you under any other group long term disability insurance policy under which you become insured during your period of Temporary Recovery.
- * Except as stated above, the provisions of the Policy will be applied as if there had been no interruption of your Disability.

Separate Disabilities. Each time you cease to be Disabled for more than the allowable period, a new Beginning Date, Own Occupation Period, and Maximum Benefit Period apply.

3.5 EXTENDED DISABILITY

If a period of Disability is extended by a new cause while benefits are payable, benefits will continue while you remain Disabled. However:

- * Benefits will not continue beyond the end of the original Maximum Benefit Period; and
- * **Section 5. Exclusions And Limitations** will apply to the new cause of Disability.

3.6 MISSTATEMENT OF AGE

If a person's age has been misstated, the Company will make an equitable adjustment of premiums, benefits, or both. The adjustment will be based on:

- * The amount of insurance based on the correct age; and
- * The difference between the premiums paid and the premiums which would have been paid if the age had been correctly stated.

SECTION 4. CONTINUITY OF COVERAGE

The Continuity of Coverage provision changes other provisions found in the Policy.

Waiver Of Active Work Requirement. If you were insured under the Prior Plan on the day before the effective date of your Employer's insurance under the Policy, you can become insured on the effective date of your Employer's insurance without meeting the Active Work Requirement.

The benefit payable for a period of continuous Disability beginning before you meet the Active Work Requirement will be:

- * The monthly benefit which would have been payable under the terms of the Policy; reduced by
- * Any benefits payable under the Prior Plan.

There is no Minimum Benefit if there is a reduction because of benefits payable under the Prior Plan.

Waiver Of Preexisting Conditions. If your Disability is subject to the Preexisting Condition Exclusion, benefits will still be payable if:

- * You were insured under the Prior Plan on the day before the effective date of your Employer's coverage under the Policy;
- * You became insured under the Policy when your insurance under the Prior Plan ceased;
- * You were continuously insured under the Policy from the effective date of your insurance under the Policy through the date you became Disabled from the Preexisting Condition; and
- * Benefits would have been payable under the Prior Plan if it had remained in force, taking into account the preexisting condition exclusion, if any, of the Prior Plan.

Payment of your benefit will be under the terms of the Policy.

SECTION 5. EXCLUSIONS AND LIMITATIONS

5.1 PREEXISTING CONDITION EXCLUSION

You are not covered for a Disability caused or contributed to by a Preexisting Condition or medical or surgical treatment of a Preexisting Condition unless, on the date you become Disabled:

- * You have been continuously insured under the Policy for the entire Exclusion Period shown in the **Specifications**; and
- * You have been Actively At Work for at least one full day after the end of the Exclusion Period.

With respect to an Insurance Increase, you are not covered for a Disability caused or contributed to by a Preexisting Condition or medical or surgical treatment of a Preexisting Condition unless, on the date you become Disabled:

- * You have been continuously insured for the Insurance Increase for the entire Exclusion Period shown in the **Specifications**; and
- * You have been Actively At Work for at least one full day after the end of the Exclusion Period.

Preexisting Condition. This is a mental or physical condition for which you have consulted a Physician Or Practitioner, received medical treatment or services, or taken prescribed drugs or medications at any time during the Preexisting Condition Period shown in the **Specifications**.

Insurance Increase. This is an increase in the amount of your benefit, an increase in your Maximum Benefit Period, or a decrease in the length of the period before your Beginning Date caused by a change in the provisions of the Policy selected by your Employer.

5.2 OTHER EXCLUSIONS

You are not covered for a Disability:

- * Caused or contributed to by intentionally self-inflicted injury, while sane or insane; or
- * Caused or contributed to by War or any act of War.

War. This is declared or undeclared war, whether civil or international, and any substantial armed conflict between organized forces of a military nature.

5.3 LIMITATIONS

Mental Disorder And Substance Abuse or Dependency. Benefits will not be provided for more than 24 monthly benefit periods in total for your lifetime for all Disabilities or losses primarily due to any Mental Disorder, or Substance Abuse Or Dependency. This limitation will not apply if at the end of 24 months of benefits, you are confined in a hospital and are continuously confined thereafter. For purposes of this limitation:

Mental Disorder. This is any disease, condition or disorder, whether organic or inorganic, customarily within the scope of treatment of psychiatrists, psychologists, psychotherapists or counselors. This includes, but is not limited to:

- * psychosis, psychoneurosis, anxiety and depression; and
- * behavioral, adjustment, emotional, personality and stress-related disorders.

Substance Abuse or Dependency. This includes drug abuse, alcohol abuse or chemical dependency.

Hospital. This means a legally operated facility identified as a hospital and providing full-time medical care and treatment under the direction of a full-time staff of licensed physicians. "Hospital" does not include rest homes, nursing homes, convalescent homes, homes for the aged, and facilities primarily affording custodial, educational, or rehabilitative care.

Care Of A Physician Or Practitioner. You must be under the ongoing care of a Physician Or Practitioner. No benefits will be paid for any period of Disability when you are not under the ongoing care of a Physician Or Practitioner.

SECTION 6. TERMINATION

6.1 WHEN INSURANCE ENDS

Your insurance ends automatically on the earliest of:

- * The date the last period ends for which you made a premium contribution, if your insurance is Contributory;
- * The date the Policy terminates;
- * The date your employment terminates; and
- * The date you cease to be a Member. However, if you cease to be a Member because you are not working the required minimum number of hours, your insurance will be continued during the following periods, unless it ends on one of the dates shown above:
 - (1) While you are receiving from your Employer at least the amount of Predisability Earnings in effect immediately before you ceased to be a Member;
 - (2) While you are Disabled before the Beginning Date and while benefits are payable;
 - (3) During a leave of absence if continuation of your insurance under the Policy is required by the state mandated family or medical leave act or law; or
 - (4) During any other leave of absence approved by your Employer in advance and in writing and scheduled to last the period shown in the **Specifications**.

6.2 REINSTATEMENT OF INSURANCE

If your insurance ends, you may become insured again as a new Member. However, the following will apply:

- * If your insurance ends because you cease to be a Member, and if you become a Member again within 90 days, the Eligibility Waiting Period For Insurance will be waived;

- * If your insurance is Contributory and ends because you fail to make a required premium contribution, you must provide Evidence Of Insurability to become insured again;
- * If your insurance ends because you are on a federal or state mandated family or medical leave of absence, and you become a Member again immediately following the period allowed, your insurance will be reinstated pursuant to the federal or state mandated family or medical leave act or law; and
- * The Preexisting Condition Exclusion will be applied as if there had been no break in your insurance in the following instances:
 - (1) If you become insured again within 90 days.
 - (2) If required by a federal or state mandated family or medical leave act or law and you become insured again immediately following the period allowed under the family or medical leave act or law.

SECTION 7. CLAIMS

7.1 FILING A CLAIM

Claims should be filed on the Company's forms. If you do not receive the Company's forms within 15 days after you ask for them, you may submit your claim in a letter to the Company. The letter should include the date your disability began, and the cause and nature of your disability.

7.2 PROOF OF LOSS

You must give the Company satisfactory Proof Of Loss within 90 days after the Beginning Date. If you cannot do so, you must give it to the Company as soon as reasonably possible, but not later than one year after that 90 day period. If Proof Of Loss is filed outside these time limits, your claim will be denied. These limits will not apply while you lack legal capacity.

Proof Of Loss. This means written proof that you are Disabled and entitled to benefits. Proof Of Loss must be provided at your expense.

7.3 DOCUMENTATION

At your expense, you must submit completed claims statements, your signed authorization for the Company to obtain information, and any other items the Company may reasonably require in support of your claim. If you do not provide the documentation within 45 days after the Company mails you a request, your claim may be denied.

7.4 TIME OF PAYMENT

The Company will pay benefits within 30 days after you provide satisfactory Proof Of Loss. Benefits will be paid at the end of each month you qualify for them.

7.5 PAYMENT OF CLAIM

Benefits will be paid to you. Benefits remaining unpaid at your death will be paid to the recipient of the Survivor Benefit.

7.6 INVESTIGATION OF CLAIM

The Company may investigate your claim at any time. At its own expense, the Company may have you and your financial records examined as often as is reasonably necessary. This will be done by specialists of the Company's choice. The Company may deny or suspend benefits if you fail to attend an examination or cooperate with the examiner.

7.7 NOTICE OF DECISION ON CLAIM

The Company will evaluate your claim promptly after you file it. Within 45 days after the Company receives your claim the Company will send you: (a) a written decision on your claim; or (b) a notice that the Company is extending the period to decide your claim for 30 days. Before the end of this extension period the Company will send you: (a) a written decision on your claim; or (b) a notice that the Company is extending the period to decide your claim for an additional 30 days. If an extension is due to your failure to provide information necessary to decide the claim, the extended time period for deciding your claim will not begin until you provide the information or otherwise respond.

If the Company extends the period to decide your claim, the Company will notify you of the following: (a) the reasons for the extension; (b) when the Company expects to decide your claim; (c) an explanation of the standards on which entitlement to benefits is based; (d) the unresolved issues preventing a decision; and (e) any additional information the Company needs to resolve those issues.

If the Company requests additional information, you will have 45 days to provide the information. If you do not provide the requested information within 45 days, the Company may decide your claim based on the information the Company has received.

If the Company denies any part of your claim, you will receive a written notice of denial containing:

- * The reasons for the decision.
- * Reference to the parts of the Policy on which the decision is based.
- * Reference to any internal rule or guideline relied upon in making the decision.
- * A description of any additional information needed to support your claim.
- * Information concerning your right to a review of the decision.
- * Information concerning your right to bring a civil action for benefits under section 502(a) of ERISA if your claim is denied on review.

7.8 REVIEW PROCEDURE

If all or part of a claim is denied, you may request a review. You must request a review in writing within 180 days after you receive notice of the denial.

You may send the Company written comments or other items to support your claim. You may review and receive copies of any non-privileged information that is relevant to your request for review. There will be no charge for such copies. You may request the names of medical or vocational experts who provided advice to the Company about your claim.

The person conducting the review will be someone other than the person who denied the claim and will not be subordinate to that person. The person conducting the review will not give deference to

the initial denial decision. If the denial was based on a medical judgement, the person conducting the review will consult with a qualified health care professional. This health care professional will be someone other than the person who made the original medical judgement in connection with the denied claim and will not be subordinate to that person. The Company's review will include any written comments or other items you submit to support your claim.

The Company will review your claim promptly after the Company receives your request. Within 45 days after the Company receives your request for review the Company will send you: (a) a written decision on review; or (b) a notice that the Company is extending the review period for 45 days. If the extension is due to your failure to provide information necessary to decide the claim on review, the extended time period for review of your claim will not begin until you provide the information or otherwise respond.

If the Company extends the review period, the Company will notify you of the following: (a) the reasons for the extension; (b) when the Company expects to decide your claim on review; and (c) any additional information the Company needs to decide your claim.

If the Company requests additional information, you will have 45 days to provide the information. If you do not provide the requested information within 45 days, the Company may conclude the review of your claim based on the information the Company has received.

If the Company denies any part of your claim on review, you will receive a written notice of denial containing:

- * The reasons for the decision.
- * Reference to the parts of the Policy on which the decision is based.
- * Reference to any internal rule or guideline relied upon in making the decision.
- * Information concerning your right to receive free of charge copies of non-privileged documents and records relevant to your claim.
- * Information concerning your right to bring a civil action for benefits under section 502(a) of ERISA.

The Policy does not provide voluntary alternative dispute resolution options. However, you may contact your local U.S. Department of Labor Office and your State insurance regulatory agency for assistance.

7.9 TIME LIMITS ON LEGAL ACTIONS

No action at law or in equity may be brought until 60 days after you have given the Company Proof Of Loss. No such action may be brought more than three years after the earlier of:

- * The date the Company receives Proof Of Loss; and
- * The end of the period within which Proof Of Loss is required to be given.

SECTION 8. ALLOCATION OF AUTHORITY

Except for those functions which the Policy specifically reserves to the Policyowner, the Company has full and exclusive authority to control and manage the Policy, to administer claims, and to

interpret the Policy and resolve all questions arising in the administration, interpretation, and application of the Policy.

The Company's authority includes, but is not limited to:

- * The right to resolve all matters when a review has been requested;
- * The right to establish and enforce rules and procedures for the administration of the Policy and any claim under it;
- * The right to determine:
 - (1) Your eligibility for insurance;
 - (2) Your entitlement to benefits;
 - (3) The amount of benefits payable to you;
 - (4) The sufficiency and the amount of information the Company may reasonably require to determine 1, 2, or 3 above.

SECTION 9. PREMIUMS

9.1 AMOUNTS

The premium due on each Premium Due Date is the sum of the premiums for all Members then insured. The Policyowner determines the amount, if any, of each insured Member's contribution toward the cost of insurance.

9.2 CHANGES

The Company may change Premium Rates when:

- * A change in law or governmental regulation affects the amount payable under the Policy. Any such change in Premium Rates will reflect only the change in the Company's obligations;
- * The number of insured Members changes by 25% or more; or
- * The Company and the Policyowner mutually agree to change Premium Rates.

Except as provided above, Premium Rates will not be changed during the Initial Rate Guarantee Period shown in the **Specifications**. Thereafter, the Company may change Premium Rates upon advance written notice to the Policyowner. The minimum advance notice is shown in the **Specifications** as the Advance Notice Period. Any such change in Premium Rates may be made effective on any Premium Due Date, but no such change will be made more than once in any contract year. Contract years are successive 12 month periods computed from the end of the Initial Rate Guarantee Period.

9.3 PAYMENT OF PREMIUMS

All premiums are due on the Premium Due Dates shown in the **Specifications**.

Each premium is payable on or before its Premium Due Date directly to the Company's Group Administration Office. The payment of each premium as it becomes due will maintain the Policy in force until the next Premium Due Date.

9.4 GRACE PERIOD

The Grace Period shown in the **Specifications** will be allowed for payment of a premium that is not paid on its due date. The Policy will be in force during this period. If the premium is not paid during the Grace Period, the Policy will terminate automatically at the end of the Grace Period. The Policyowner is liable for the payment of premium for coverage provided during the Grace Period. The Company may charge interest at the legal rate for any premium which is not paid during the Grace Period, beginning with the first day after the Grace Period.

9.5 PREMIUM ADJUSTMENTS

Premium adjustments involving a return of unearned premiums to the Policyowner will be limited to the 12 months just before the date the Company receives a request for premium adjustment.

SECTION 10. THE CONTRACT

10.1 ENTIRE CONTRACT, CHANGES

The Policy and the application of the Policyowner constitute the entire contract between the parties. A copy of the Policyowner's application is attached to the Policy when issued.

The Policy may be changed in whole or in part. No change in the Policy will be valid unless it is approved in writing by one of the Company's executive officers and given to the Policyowner for attachment to the Policy. No agent has authority to change the Policy or to waive any of its provisions.

10.2 INCONTESTABILITY OF POLICY

Any statement made by the Policyowner to obtain the Policy is a representation and not a warranty.

No misrepresentation by the Policyowner will be used to deny a claim or to deny the validity of the Policy unless:

- * The Policy would not have been issued if the Company had known the truth; and
- * The Company has given the Policyowner a copy of a written instrument signed by the Policyowner which contains the misrepresentation.

The validity of the Policy will not be contested after it has been in force for two years, except for nonpayment of premiums or fraudulent misrepresentations.

10.3 DIVIDENDS

While the Policy is in force, it will be credited with its share, if any, of the divisible surplus in the form of dividends which the Company may declare.

If required by state law, the Policyowner will use, for the sole benefit of the insured Members, the amount of such dividends or rate reductions which exceeds the Policyowner's expenditure for insurance under the Policy.

10.4 CERTIFICATES

The Company will issue certificates to the Policyowner showing the coverage under the Policy. The Policyowner will distribute a certificate to each insured Member.

10.5 RECORDS AND REPORTS

The Policyowner or Employer will furnish on the Company's forms all information reasonably necessary to administer the Policy. The Company has the right at all reasonable times to inspect the payroll and other records of the Policyowner or Employer which relate to insurance under the Policy.

Clerical error by the Policyowner or Employer will not:

- * Cause a person to become insured;
- * Invalidate insurance otherwise validly in force; or
- * Continue insurance otherwise validly terminated.

10.6 EFFECT ON WORKERS' COMPENSATION, STATE DISABILITY INSURANCE

The coverage provided under the Policy is not a substitute for coverage under a workers' compensation or state disability income benefit law. The Policy does not relieve the Employer of any obligation to provide such coverage.

10.7 TERMINATION OF CONTRACT

The Policyowner may terminate the Policy by giving the Company advance written notice. The effective date of termination will be the later of:

- * The date stated in the notice; and
- * The date the Company receives the notice.

The Company may terminate the Policy upon advance written notice as follows:

- * On any Premium Due Date if the number of persons insured is less than the Minimum Participation Number or less than the Minimum Participation Percentage shown in the **Specifications**.
- * On any Premium Due Date if the Company determines that the Policyowner has failed to promptly furnish any necessary information requested by the Company, or has failed to perform any other obligations relating to the Policy.

The minimum advance notice is shown in the **Specifications** as the Advance Notice Period.

STATE OF ARKANSAS
REQUIRED POLICY INFORMATION

Insurance Department
Address

Arkansas Insurance Department
1200 West Third Street
Little Rock, Arkansas 72201

Telephone Number

(501) 371-2640 or (800) 852-5494

Name and Address of
the Insurance Company

The Northwestern Mutual Life Insurance
Company
Group Insurance Administration
P.O. Box 2177
Portland, OR 97208-2177

Telephone Number

(800) 378-4665

Name, Address, and
Telephone Number
of the Agent

Agent Name
Street Address
City, State, Zipcode
Telephone Number

**LIMITATIONS AND EXCLUSIONS UNDER THE
ARKANSAS LIFE AND HEALTH INSURANCE
GUARANTY ASSOCIATION ACT**

Residents of this state who purchase life insurance, annuities or disability insurance should know that the insurance companies licensed in this state to write these types of insurance are members of the Arkansas Life and Health Insurance Guaranty Association ("Guaranty Association"). The purpose of the Guaranty Association is to assure that policyholders will be protected, within limits, in the unlikely event that a member insurer becomes financially unable to meet its obligations. If this should happen, the Guaranty Association will assess its other member insurance companies for the money to pay the claims of insured persons who live in this state, and in some cases, to keep coverage in force. The valuable extra protection provided by the member insurers through the Guaranty Association is not unlimited, however. And, as noted below, this protection is not a substitute for consumers' care in selecting companies that are well-managed and financially stable.

DISCLAIMER

The Arkansas Life and Health Insurance Guaranty Association ("Guaranty Association") may not provide coverage for this policy. If coverage is provided, it may be subject to substantial limitations or exclusions, and require continued residency in this state. You should not rely on coverage by the Arkansas Life and Health Insurance Guaranty Association in selecting an insurance company or in purchasing an insurance policy or contract.

Coverage is NOT provided for your policy or any portion of it that is not guaranteed by the insurer or for which you have assumed the risk, such as non-guaranteed amounts held in a separate account under a variable life or variable annuity contract.

Insurance companies or their agents are required by law to give or send you with this notice. However, insurance companies and their agents are prohibited by law from using the existence of the guaranty association to induce you to purchase any kind of insurance policy.

**The Arkansas Life and Health Insurance Guaranty Association
c/o The Liquidation Division
1023 West Capitol
Little Rock, Arkansas 72201**

**Arkansas Insurance Department
1200 West Third St
Little Rock, Arkansas 72201-1904**

The state law that provides for this safety-net is called the Arkansas Life and Health Insurance Guaranty Association Act. Below is a brief summary of this law's coverages, exclusions and limits. This summary does not cover all provisions of the law; nor does it in any way change anyone's rights or obligations under the Act or the rights or obligations of the Guaranty Association.

COVERAGE

Generally, individuals will be protected by the Life and Health Insurance Guaranty Association if they live in this state and hold a life or disability insurance contract, or an annuity, or if they are insured under a group insurance contract, issued by a member insurer. The beneficiaries, payees or assignees of insured persons are protected as well, even if they live in another state.

EXCLUSIONS FROM COVERAGE

However, persons holding policies are **NOT** protected by the Association if:

- They are eligible for protection under the laws of another state (this may occur when the insolvent insurer was incorporated in another state whose guaranty association protects insureds who live outside that state);
- The insurer was not authorized to do business in this state;

The Association also does **NOT** provide coverage for:

- Any policy or portion of a policy which is not guaranteed by the insurer or for which the individual has assumed the risk, such as non-guaranteed amounts held in a separate account under a variable life or variable annuity contract.
- Any policy of reinsurance (unless an assumption certificate was issued);
- Interest rate yields that exceed an average rate;
- Dividends and voting rights and experience rating credits;
- Credits given in connection with the administration of a policy by a group contractholder;
- Employers' plans to the extent they are self-funded (that is not insured by an insurance company, even if an insurance company administers them);
- Unallocated annuity contracts (which give rights to group contractholders, not individuals).

LIMITS ON AMOUNT OF COVERAGE

The Act also limits the amount the Guaranty Association is obligated to pay out: The Guaranty Association cannot pay more than what the insurance company would owe under a policy or contract. Also, for any one insured life, the Guaranty Association will pay a maximum of \$300,000--no matter how many policies and contracts there were with the same company, even if they provided different types of coverages. Within this overall \$300,000 limit, the Guaranty Association will not pay more than \$300,000 in health insurance benefits, \$300,000 in present value of annuity benefits, or \$300,000 in life insurance death benefits or net cash surrender values--again, no matter how many policies and contracts there were with the same company, and no matter how many different types of coverages. There is a \$1,000,000 limit with respect to any contractholder for unallocated annuity benefits irrespective of the number of contracts held by the contractholder. These are limitations for which the Guaranty Association is obligated before taking into account either its subrogation and assignment rights or the extent to which those benefits could be provided out of the assets of the impaired or insolvent insurer.

LONG TERM DISABILITY INSURANCE OPTIONAL PROVISION R1196

APPROVED

Attached to and made a part of Group Policy Form MN 992-LTD

JAN 15 1997

INSURANCE COMMISSIONER
STATE OF ARKANSAS

Group Policy Form MN 992-LTD is amended to provide an update to policy language and to provide the following provisions for any Policyowner who negotiates the inclusion of such provisions into its Long Term Disability policy issued by us. For your ease in reviewing, we have *italicized the amended portions* and shown the surrounding text.

1. SECTION 2.2 BENEFIT TERMS of the Specifications is amended to read as follows:

2.2 BENEFIT TERMS

Beginning Date:

[Variable: e.g. 31st] day of Disability in the first [Variable: e.g. 720] days after the date you become Disabled.

Maximum Benefit:

[Variable: ranges from 40% to 100%] of your Predisability Earnings, not to exceed [Variable: ranges from \$1,000 to \$25,000 without approved Evidence Of Insurability]; or [Variable: ranges from \$1,000 to \$35,000 with approved Evidence Of Insurability.] *[Optional: Your Maximum Benefit will be reduced when your Disability Coverage From All Policies exceeds your Disability Coverage Limit.]*

Disability Coverage From All Policies:

Your Maximum Benefit plus the sum of the maximum disability income benefits, prior to indexing, payable to you under all other policies.

Disability Coverage Limit:

[Variable: e.g. 70%] of your Monthly Earnings.

Monthly Earnings:

[Variable: e.g. Your earnings from all employers, defined using the same rules and time frame as Predisability Earnings, plus your average monthly bonus. The average monthly bonus equals 1/12th of the average annual bonus from all employers over the last three years.]

[Variable:
When reduced, your Maximum Benefit equals:

Your Maximum Benefit; multiplied by the Disability Coverage Limit divided by your Disability Coverage From All Policies.

- Or -

When reduced, your Maximum Benefit equals:

Your Maximum Benefit, minus the amount that your Disability Coverage From All Policies exceeds the Disability Coverage Limit.]]

Minimum Benefit:

[Variable: e.g. \$50, 10% of Maximum Benefit not to exceed \$150, etc.] [Optional: if not working while Disabled.]

2. SECTION 5.3 LIMITATIONS of the Specifications is amended to read as follows:

5.3 LIMITATIONS

- * [Optional: Occupational Benefits;]
- * Mental Disorder And Substance Abuse Or Dependency;
- * Care Of A Physician Or Practitioner.

3. SECTION 6.3 CONVERSION OF INSURANCE of the Specifications is amended to read as follows:

**[Optional:
6.3 CONVERSION OF INSURANCE**

Conversion of Insurance:

When your insurance under the Policy ends you may have the right to purchase group LTD conversion insurance [Variable: ., or individual disability income insurance.]]

4. The definition of **Actively At Work** and **Active Work** in SECTION 1.3 ACTIVE WORK REQUIREMENT is amended to read as follows:

Actively At Work and Active Work. This means you are performing the *Material Duties* of your Own Occupation at your Employer's usual place(s) of business.

5. The following terms in SECTION 2.2 BENEFIT TERMS are amended to read as follows:

Maximum Benefit. *Your Maximum Benefit is shown in the Specifications. The Maximum Benefit may be reduced as defined in the Specifications. Disability Coverage From All Policies will be used to determine your Maximum Benefit when you have the right to receive them. If benefits from Disability Coverage From All Policies are payable in a lump sum or on a basis other than monthly, the Company will prorate these benefits over the period of time to which they apply. If no period of time is stated, the Company will use a reasonable one.*

Physician Or Practitioner. *This is a licensed medical professional, other than yourself, acting within the scope of the license. If Disability is primarily due to any Mental Disorder, Physician or Practitioner means a psychiatrist or licensed doctoral level psychologist, other than yourself.*

6. SECTION 2.3 DEFINITION OF DISABILITY is amended to read as follows:

2.3 DEFINITION OF DISABILITY

You are Disabled if you meet one of the following definitions during the period it applies:

- * Own Occupation Definition of Disability;
- * Any Occupation Definition of Disability; or
- * Partial Disability Definition.

[Optional:

Own Occupation. *This is any employment, business, trade, profession, calling or vocation that involves Material Duties of the same general character as your regular and ordinary employment with your Employer. Your Own Occupation is not limited to your specific job with your Employer or to your specific area of specialization, interest or expertise within the general occupation.]*

[Optional:

Material Duties. *These are the essential tasks, functions and operation, and the skills, abilities, knowledge, training and experience, generally required by employers from those engaged in a particular occupation.]*

Own Occupation Definition Of Disability.

During the period preceding your Beginning Date and during the Own Occupation Period you are required to be Disabled only from your Own Occupation.

You are Disabled from your *Own Occupation* if, as a result of Sickness, Injury, or Pregnancy, you are unable to perform with reasonable continuity the *Material Duties* of your *Own Occupation*.

[Optional:

If you are an attorney, your *Own Occupation* is your specialty in the practice of law.]

[Optional:

If you are a physician, your *Own Occupation* is your specialty in the practice of medicine.]

You may meet the Own Occupation Definition of Disability while working in another occupation.

[Optional language: You will no longer be considered Disabled when your Work Earnings exceed the Work Earnings Limit.]

Any Occupation Definition Of Disability.

During the Any Occupation Period you are required to be Disabled from all occupations.

You are Disabled from all occupations if, as a result of Sickness, Injury, or Pregnancy, you are unable to perform with reasonable continuity the *Material Duties* of any gainful occupation for which you are reasonably fitted by education, training, and experience.

Partial Disability Definition.

During the period preceding your Beginning Date and during the Own Occupation Period, you are Partially Disabled if you are working in your *Own Occupation* but, as a result of Sickness, Injury, or Pregnancy, you are unable to earn more than the Own Occupation Income Level.

During the Any Occupation Period, you are Partially Disabled if you are working in an occupation but, as a result of Sickness, Injury, or Pregnancy, you are unable to earn more than the Any Occupation Income Level in that occupation and in all other occupations for which you are reasonably suited under the Any Occupation Definition of Disability.

Your Any Occupation Period, Any Occupation Income Level, Own Occupation Period, and Own Occupation Income Level are shown in the **Specifications**.

7. In order to provide variability for policyowners, the following portion of **SECTION 3.1 OTHER INCOME** is amended to as follows:

3.1 OTHER INCOME

Other Income. The amounts below are Other Income unless shown in **Section 3.2 Exceptions To Other Income**:

- * Any amount you receive or are eligible to receive as a result of your disability from:

[Optional, removed for non-occupational coverage:

- (1) Any workers' compensation act or similar law including amounts for partial or total disability, whether permanent, temporary, or vocational; and]

[Optional:

- (2) Any state disability income benefit law or similar law; and]

[Optional:

- (3) Any group insurance coverage.]

8. In order to provide variability for policyowners, the following portion of **SECTION 3.2 EXCEPTIONS TO OTHER INCOME** is amended as follows:

3.2 EXCEPTIONS TO OTHER INCOME

Other Income does not include:

- * Cost of living increases in Other Income which become effective while you are Disabled and while you are eligible for that Other Income.
- * Reimbursement for hospital, medical, or surgical expense.
- * Reasonable attorneys fees incurred in connection with a claim for Other Income.
- * Benefits paid under:

[Optional:

- (1) Any individual disability insurance policy;
- (2) Any group credit or group mortgage disability insurance policy;
- (3) Any group insurance available through your professional association; and
- (4)] California Workers' Compensation benefits for permanent total or permanent partial disabilities.

- * Early retirement benefits under the Federal Social Security Act which are not actually received.

9. The following terms in **SECTION 5.3 LIMITATIONS** are amended to read as follows:

Mental Disorder And Substance Abuse Or Dependency. *Benefits will not be provided for more than [Variable: ranges from 12 to 60] monthly benefit periods in total for your lifetime for all disabilities or losses primarily due to any Mental Disorder, or Substance Abuse Or Dependency. This limitation will not apply if at the end of [Variable: ranges as above] months of benefits, you are confined in a hospital and are continuously confined thereafter. For purposes of this limitation:*

Mental Disorder. This is any disease, condition or disorder whether organic or inorganic, customarily within the scope of treatment of psychiatrists, psychologists, psychotherapists or counselors. This includes, but is not limited to:

- * psychosis, psychoneurosis, anxiety and depression; and
- * behavioral, adjustment, emotional, personality and stress-related disorders.

Substance Abuse Or Dependency. This includes drug abuse, alcohol abuse or chemical dependency.

Hospital. This is a legally operated facility identified as a hospital and providing full-time medical care and treatment under the direction of a full-time staff of licensed physicians. "Hospital" does not include rest homes, nursing homes, convalescent homes, homes for the aged, and facilities primarily affording custodial, educational, or rehabilitative care.

Care Of A Physician Or Practitioner. You must be under the ongoing care of a Physician Or Practitioner. No benefits will be paid for any period of Disability when you are not under the ongoing care of a Physician Or Practitioner.

10. In order to provide variability for policyowners, SECTION 6.3 CONVERSION OF INSURANCE is amended to include the following:

[Optional:

6.3 CONVERSION OF INSURANCE

When your insurance under the Policy ends, you may have a right to purchase [Variable: ., or either:]

- * Group LTD conversion insurance [Variable: ., or ;
- * Individual disability income insurance.]

Right To Convert. You have the right to convert, if:

- * Insurance ends because:
 - (1) You are promoted out of the class(es) of eligible Members; or
 - (2) Your employment ends for any reason other than retirement;
- * You have been insured under your Employer's LTD insurance program for at least one year on the date insurance ends;
- * You are not Disabled on the date insurance ends;
- * You are a citizen or resident of the United States or Canada; and
- * You are not eligible for insurance under any employer's LTD insurance program.

[Optional:

To have the right to convert to individual disability income insurance you must also:

- * Be under age 59 years 6 months;
- * Have been insured under your Employer's LTD insurance program for at least [Variable: ranges from 12 to 60] months on the date insurance ends;

- * Be a resident of the United States legally entitled to permanently reside in the United States;
- * Be engaged in an occupation at the time insurance ends which belongs to the Company's [Variable: 2A] or higher individual disability income occupation classes.]

Exercising The Right To Convert. To exercise the right to convert you must:

- * Complete the Company's application form in writing and pay the first premium for converted insurance to the Company's Group Insurance Administration office within the first 31 days after insurance ends; and
- * Select an available benefit amount.

If you exercise your right to convert, the converted insurance will become effective on the day after your insurance under the Policy ends.

Group LTD Conversion Insurance. If you choose to convert to group LTD conversion insurance, the benefit amount you select may not exceed the smallest of:

- * \$4,000 without Evidence Of Insurability or up to \$8,000 if Evidence Of Insurability is approved;
- * 60% of your Predisability Earnings on the date insurance ended; and
- * The Maximum Benefit payable if you had become Disabled on the day before insurance ended.

The maximum group LTD conversion insurance benefit is reduced by other income. The certificate the Company will issue to you when your group LTD conversion insurance becomes effective contains provisions which differ from the Policy.

[Optional:

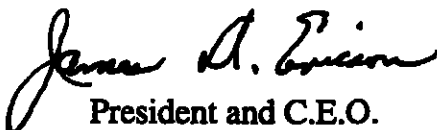
Individual Disability Income Insurance. If you choose to convert to individual disability income insurance, the monthly benefit amount you select may not exceed the smallest of:

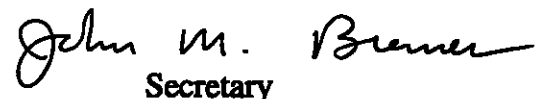
- * [Variable: ranges from \$4,000 to \$5,000];
- * 60% of your Predisability Earnings on the date insurance ended; and
- * The Maximum Benefit payable if you had become Disabled on the day before insurance ended.

The individual disability income policy issued to you by the Company will be in the form and on the terms determined by the Company according to the conversion guidelines in effect at the time of conversion.]]

The Northwestern Mutual Life Insurance Company

By


President and C.E.O.


Secretary

SECTION 8. ALLOCATION OF AUTHORITY

Except for those functions which the Policy specifically reserves to the Policyowner, the Company has full and exclusive authority to control and manage the Policy, to administer claims, and to interpret the Policy and resolve all questions arising in the administration, interpretation, and application of the Policy.

The Company's authority includes, but is not limited to:

- * The right to resolve all matters when a review has been requested;
- * The right to establish and enforce rules and procedures for the administration of the Policy and any claim under it;
- * The right to determine:
 - (1) Your eligibility for insurance;
 - (2) Your entitlement to benefits;
 - (3) The amount of benefits payable to you;
 - (4) The sufficiency and the amount of information the Company may reasonably require to determine 1, 2, or 3 above.

APPROVED
JUL 30 1993
Insurance Commissioner
State of Arkansas

SECTION 9. PREMIUMS

9.1 AMOUNTS

The premium due on each Premium Due Date is the sum of the premiums for all Members then insured. The Policyowner determines the amount, if any, of each insured Member's contribution toward the cost of insurance.

9.2 CHANGES

The Company may change Premium Rates when:

- * A change in law or governmental regulation affects the amount payable under the Policy. Any such change in Premium Rates will reflect only the change in the Company's obligations;

SECTION 8. ALLOCATION OF AUTHORITY

Except for those functions which the Policy specifically reserves to the Policyowner, the Company has full and exclusive authority to control and manage the Policy, to administer claims, and to interpret the Policy and resolve all questions arising in the administration, interpretation, and application of the Policy.

The Company's authority includes, but is not limited to:

- * The right to resolve all matters when a review has been requested;
- * The right to establish and enforce rules and procedures for the administration of the Policy and any claim under it;
- * The right to determine:
 - (1) Your eligibility for insurance;
 - (2) Your entitlement to benefits;
 - (3) The amount of benefits payable to you;
 - (4) The sufficiency and the amount of information the Company may reasonably require to determine 1, 2, or 3 above.

APPROVED
JUL 30 1993
Insurance Commissioner
State of Arkansas

SERFF Tracking Number: NWST-128300381 State: Arkansas

Filing Company: The Northwestern Mutual Life Insurance Company State Tracking Number:

Company Tracking Number:

TOI: H11G Group Health - Disability Income Sub-TOI: H11G.003 Long Term

Product Name: MN 992-LTD/0911

Project Name/Number: MN 992-LTD/0911/MN 992-LTD/0911

Superseded Schedule Items

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

Creation Date:	Schedule	Schedule Item Name	Replacement Creation Date	Attached Document(s)
05/07/2012	Form	Amendment Group Long Term Disability Policy	06/29/2012	MN 992 LTD 0911.pdf (Superceded)
05/07/2012	Form	Amendment Group Long Term Disability Certificate	06/29/2012	MN 992 LTDC 0911.pdf (Superceded)

AMENDMENT TO GROUP LONG TERM DISABILITY INSURANCE POLICY FORM

Attached to and made a part of Group Policy Form MN 992-LTD

Group Policy Form MN 992-LTD is amended to update policy language, and include the following provisions for any Policyowner who negotiates inclusion of such language into its Long Term Disability policy issued by us. The use of brackets ([]) indicate the language is optional or variable; optional language is either included or removed in entirety, while variable language shows possible language choices or the most common number range used within the brackets.

1. In order to provide loss of license language, **SECTION 2.3 DEFINITION OF DISABILITY**, is amended to add the following language:

[Optional:

Note: **[Optional;** Except as provided in the Infectious Disease Definition of Disability section,] you are not Disabled from your Own Occupation merely because your right to perform your Own Occupation is restricted, including a restriction or loss of license. The loss of a professional license, occupational license, or certification does not, in itself, constitute Disability.]

2. In order to provide an **INFECTIOUS DISEASE** option, these sections are amended as follows:

In the Specifications section, 2.3 DEFINITION OF DISABILITY is amended to add the following underlined option:

2.3 DEFINITION OF DISABILITY

Own Occupation Period: **[Variable;** ranges from the first 12 months for which benefits are paid to the entire Maximum Benefit Period.]

Any Occupation Period: From the end of the Own Occupation Period to the end of the Maximum Benefit Period.

Partial Disability: Covered.

[Optional:

Infectious Disease

Definition Of Disability: Covered.]

SECTION 2.3 DEFINITION OF DISABILITY, is amended to add the following Infectious Disease language:

2.3 DEFINITION OF DISABILITY

You are Disabled if you meet one of the following definitions during the period it applies:

- * Own Occupation Definition of Disability;
- * Any Occupation Definition of Disability; or
- * Partial Disability Definition[;**Optional:** or
- * Infectious Disease Definition of Disability.]

[Optional;

Infectious Disease Definition of Disability.

During the period preceding the Beginning Date and during the Own Occupation Period you are considered Disabled if you are a Medical Professional, have an Infectious Disease, are not Disabled as a result of any other Sickness, Injury, Pregnancy or Mental Disorder, and:

- * Your right to perform the usual duties you perform in the job you are regularly performing for your Employer is restricted by:
 - (1) your state licensing board;
 - (2) a governing body other than the state licensing board;
 - [Optional;**
 - (3) an authority that grants hospital privileges;]
 - [Optional;**
 - (4) the Employer]; **[Variable;** and/or]
- * You are unable to earn more than **[Variable; 40-100]**% of your **[Optional; Indexed]** Predisability Earnings because of disclosure **[Optional;** or compliance with regulations requiring disclosure] of an Infectious Disease.

Exclusions for Infectious Disease Definition of Disability. You are not covered for a Disability caused or contributed to by any of the exclusions listed in **SECTION 5. EXCLUSIONS AND LIMITATIONS**. You are not covered for a Disability caused or contributed to by an Infectious Disease if:

- * You first test positive for the Infectious Disease at any time before **[Variable;** the effective date of your insurance under the Group Policy or the effective date of an Insurance Increase/your insurance under the Group Policy or an Insurance Increase has been continuously in effect for **[Variable; 30 to 730]** days].
- * You are eligible to receive LTD Benefits for any other Disability.
- [Optional;**
- * You are infected as a result of exposure to an inoculation or vaccine for communicable disease.]
- [Optional;**
- * You have an Infectious Disease for which there is an effective and approved inoculation, vaccine, or treatment that you have refused.]

Definitions For Infectious Disease Disability.

Insurance Increase. This is any of the following:

- * An elective increase in the amount of your LTD Benefit or the length of your Maximum Benefit Period.
- * An elective decrease in the length of time preceding your Beginning Date.
- * The addition of or an increase in any other benefit.

Medical Professional. This is [Variable; a Medical Doctor (M.D.)/Registered Nurse (R.N.)/Licensed Practical Nurse (L.P.N.)/Physician Assistant (P.A.)/Doctor of Dental Surgery (D.D.S.)/Doctor of Medical Dentistry (D.M.D.)] licensed under state law and practicing within the scope of the license.

Infectious Disease. This means you are infected with a disease categorized as communicable by the United States Centers For Disease Control which is potentially threatening to the well being of your patients with whom you come into contact.

The Infectious Disease must not present any physical or mental symptoms that cause you to be otherwise Disabled.

Infection with an Infectious Disease must be proven by a test licensed by the United States Food and Drug Administration and administered by standards established by the United States Centers for Disease Control. Any diagnostic test for an Infectious Disease must not be self administered.]

SECTION 2.10 WHEN BENEFITS END, is amended to add the following option:

Your benefits end automatically on the earliest of:

[Optional:

- * With respect to an Infectious Disease Disability, the date the Infectious Disease no longer presents a reasonable risk of transmission to patients.]

3. **SECTION 2.5 BENEFIT AMOUNTS,** is amended to add the following underlined variations and optional language:

[Optional:

Return To Work Benefit. The Return To Work Benefit will be paid in place of your LTD Benefit, if you are working while Disabled. Your Return To Work Benefit equals the amount determined below.

Amount of Return To Work Benefit:

- * **[Optional:** During the **[Variable; 12 months]** immediately after the date you first return to work], your Return To Work Benefit equals your LTD Benefit minus the amount of your Work Earnings which, when added to your LTD Benefit, exceeds **[Variable; 100%]** of your Indexed Predisability Earnings.

[Optional:

- * After those first **[Variable; 12 months]**, your Return To Work Benefit equals your LTD Benefit minus **[Variable; one-half]** of your Work Earnings.]

- Or -

[Optional:

- * After those first **[Variable; 12 months]**, your Return To Work Benefit equals your LTD Benefit, multiplied by your Loss Of Earnings, divided by your Indexed Predisability Earnings.

Thus, the Return To Work Benefit is determined as follows:

$$\frac{\text{LTD Benefit}}{\text{Indexed Predisability Earnings}} \times \frac{\text{Loss Of Earnings}}{\text{Return To Work Benefit}} =$$

Work Earnings. This is your gross monthly earnings from work you perform while Disabled, including earnings from your Employer or any other employer or self-employment **[Optional; for which you become employed after the date of your Disability. Work Earnings includes any increases, except regularly scheduled increases, in earnings from employment from any other employer or self-employment in which you were engaged prior to the date of your Disability.]** Your earnings will be included in Work Earnings when you have the right to receive them. If you are paid in a lump sum or on a basis other than monthly, the Company will prorate your Work Earnings over the period of time to which they apply. If no period of time is stated, the Company will use a reasonable one.

4. **SECTION 5.1 PREEXISTING CONDITION EXCLUSION**, is amended to add the following options:

[Optional, included with benefits added via amendment after the Policy Effective Date:

Insurance Increase: **[Optional;** This is an elective increase in the amount of your LTD Benefit or the length of your Maximum Benefit Period;] **[Optional;** an elective decrease in the length of your Beginning Date; or] **[Optional;** the addition of or increase in any other benefit.]

-OR-

[Optional;

Insurance Increase. This is an increase in the amount of your benefit, an increase in your Maximum Benefit Period, a decrease in the length of the period before your Beginning Date, or the addition of or increase in any other benefit caused by a change in the provisions of the Policy selected by your Employer.]

5. **SECTION 5.3 LIMITATIONS**, is amended to add the following underlined options:

[Optional:

Alcoholism Or Drug Abuse: Payment of benefits is limited to not more than a total of **[Variable;** ranges from 12 to 36] months for each period of continuous Disability caused or contributed to by your alcoholism, drug addiction, or use of any hallucinogen.]

[Optional:

Mental Disorder And Substance Abuse or Dependency. Benefits will not be provided for more than **[Variable;** ranges from 12 to 60] monthly benefit periods **[Optional; for each period of Disability caused or contributed to by]** **[Optional;** in total for your lifetime for all Disabilities or losses primarily due to] any Mental Disorder, or Substance Abuse Or Dependency. This limitation will not apply if at the end of **[Variable;** ranges from 12 to 60] months of benefits, you are confined in a hospital and are continuously confined thereafter. For purposes of this limitation:

Mental Disorder. This is any disease, condition or disorder, whether organic or inorganic, customarily within the scope of treatment of psychiatrists, psychologists, psychotherapists or counselors. This includes, but is not limited to:

- * psychosis, psychoneurosis, anxiety and depression; and
- * behavioral, adjustment, emotional, personality and stress-related disorders.]

6. In order to provide a **PROGRESSIVE ILLNESS BENEFIT**, the Group Policy is amended to add the following option:

[Optional:

2.20 PROGRESSIVE ILLNESS BENEFIT.

Eligibility. You will be eligible for the Progressive Illness Benefit, if you are **[Optional; first]** diagnosed with a Progressive Illness **[Optional; after you become covered for this benefit under the Group Policy]** **[Optional; or while you were covered for a similar benefit under the Prior Plan]** and you subsequently become Disabled as a result of the Progressive Illness.

Progressive Illness Benefit. If you become Disabled from a Progressive Illness, your Predisability Earnings will be based on the greater of your earnings, as defined in the Predisability Earnings provision, that is in effect on:

- (1) Your last full day of Active Work; or
- (2) If you are a Partner, P.C. Partner, LLC Owner-Employee, Sole Proprietor or S-Corporation Shareholder: the date you have a loss of Predisability Earnings due to the Progressive Illness of at least **[Variable; 10-50%]** of your highest Predisability Earnings within the last **[Variable; 2-5]** tax years, but not prior to your diagnosis of the Progressive Illness.

For all other Members: the date you have a loss of Predisability Earnings due to the Progressive Illness of at least **[Variable; 10-50]** % of your highest Predisability Earnings within the last **[Variable; 2-5]** tax years, but not prior to your diagnosis of the Progressive Illness.

All other terms and conditions of the Group Policy in effect on the date of your Disability will apply.

Progressive Illness. This is a noninfectious Physical Disease which increases in scope or severity over time.

Physical Disease. This is a physical disease entity or process that produces structural or functional changes in the body as diagnosed by a Physician. **[Optional; Physical Disease does not include any Mental Disorders.]]**

7. In order to provide a **PROFESSIONAL LIABILITY PREMIUM BENEFIT**, the Group Policy is amended to add the following option:

[Optional:

2.21 PROFESSIONAL LIABILITY PREMIUM BENEFIT.

The Company will pay a Professional Liability Premium Benefit to you or your Employer for **[Variable; Professional Liability Insurance Premium]** if the premium costs are incurred and paid after you become **[Optional; Partially]** Disabled.

Eligibility. You will be eligible for the Professional Liability Premium Benefit if:

- * With respect to the **[Variable; Professional Liability Insurance Premium]** you, if you **[Optional; are a [Variable; physician], and you]** are **[Optional; Partially]** Disabled;

- * You are **[Optional; Partially]** Disabled and are receiving a monthly LTD Benefit;
- * You or your Employer are not eligible for reimbursement or payment of Professional Liability Premium under any other insurance policy; and
- * You provide the Company with satisfactory Proof Of Loss that:
 - (1) **[Variable; Professional Liability Insurance Premium]** costs were incurred and paid by you or your Employer within **[Variable; 1-24]** months after you became **[Optional; Partially]** Disabled; and
 - (2) Your professional liability carrier has been notified of your **[Optional; Partial]** Disability.

Professional Liability Premium Benefit. The benefit payable is the lesser of:

- * **[Variable; \$1,000 - 100,000]** per **[Optional; Partial]** Disability; or
- * the actual total premiums paid by you or your Employer for **[Variable; Professional Liability Insurance Premium]** for you.

[Optional; In the event that both the Professional Liability ERP Premium Benefit and the Professional Liability Insurance Premium Benefit are payable, the total combined benefits will not exceed **[Variable; \$1,000 - 100,000]** per **[Optional; Partial]** Disability.] [In no event will the combined benefit exceed **[Variable; \$1,000 - 100,000 -or- 1-20** times your Maximum Benefit] in your lifetime].

In no event will the sum of all **[Variable; Professional Liability Insurance Premium]** Benefits exceed the maximums noted above.

Payment of the **[Variable; Professional Liability Insurance Premium]** Benefit will not reduce the LTD Benefit amount for which you are eligible.

The Professional Liability Premium Benefit is payable as a lump sum or in installments dependent upon how you or your Employer are paying the **[Variable; Professional Liability Insurance Premium]**.

Definitions for Premium Liability Benefit.

[Optional;

Professional Liability Extended Reporting Period (ERP) Premium. This means the premium paid by you or your Employer to endorse the professional liability insurance policy that is in force at the onset of Disability. Such endorsement is made in order to extend the reporting period required after the expiration of a claims made basis professional liability coverage policy.]

[Optional;

Professional Liability Insurance Premium. This means the premium paid by you or your Employer for insurance to protect against claims made for professional negligence by act or omission by you in which care provided deviates from accepted standards of practice in the medical community and causes injury or death to the patient. The premium paid must be as a result of an endorsement made to a professional liability insurance policy that was in force at the onset of Partial Disability and the endorsement must be a result of your Partial Disability.]

When the Professional Liability Premium Benefit Ends.

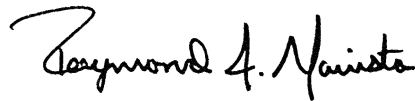
The Professional Liability Premium Benefit will end on the earliest of:

- * with respect to the **[Variable; Professional Liability Insurance Premium]**, the date you are no longer **[Optional; Partially]** Disabled;
- * the end of the Maximum Benefit Period;

- * the date you become eligible for group long term disability insurance benefits with another employer;
 - * the date you die;
 - * the date you are no longer eligible for a monthly LTD Benefit;
 - * the date you are no longer responsible for payment of **[Variable; Professional Liability Insurance Premium]** for yourself;
- [Optional;**
- * the date you or your Employer become eligible for reimbursement for or payment of Professional Liability Premium under another insurance policy;]
- [Optional;**
- * **[Variable; 1-12 months]** from the date the Professional Liability Premium Benefit begins.]]

The Northwestern Mutual Life Insurance Company

By

A handwritten signature in black ink, reading "Raymond A. Maisto". The signature is written in a cursive, flowing style.

Secretary

AMENDMENT TO GROUP LONG TERM DISABILITY INSURANCE CERTIFICATE FORM

Attached to and made a part of Group Certificate Form MN 992-LTDC

Group Certificate Form MN 992-LTDC is amended to update certificate language, and include the following provisions for any Policyowner who negotiates inclusion of such language into its Long Term Disability policy issued by us. The use of brackets ([]) indicate the language is optional or variable; optional language is either included or removed in entirety, while variable language shows possible language choices or the most common number range used within the brackets.

1. In order to provide loss of license language, **SECTION 2.3 DEFINITION OF DISABILITY**, is amended to add the following language:

[Optional:

Note: **[Optional;** Except as provided in the Infectious Disease Definition of Disability section,] you are not Disabled from your Own Occupation merely because your right to perform your Own Occupation is restricted, including a restriction or loss of license. The loss of a professional license, occupational license, or certification does not, in itself, constitute Disability.]

2. In order to provide an **INFECTIOUS DISEASE** option, these sections are amended as follows:

In the Specifications section, 2.3 DEFINITION OF DISABILITY is amended to add the following underlined option:

2.3 DEFINITION OF DISABILITY

Own Occupation Period: **[Variable;** ranges from the first 12 months for which benefits are paid to the entire Maximum Benefit Period.]

Any Occupation Period: From the end of the Own Occupation Period to the end of the Maximum Benefit Period.

Partial Disability: Covered.

[Optional:

Infectious Disease

Definition Of Disability: Covered.]

SECTION 2.3 DEFINITION OF DISABILITY, is amended to add the following Infectious Disease language:

2.3 DEFINITION OF DISABILITY

You are Disabled if you meet one of the following definitions during the period it applies:

- * Own Occupation Definition of Disability;
- * Any Occupation Definition of Disability; or
- * Partial Disability Definition[;**Optional:** or
- * Infectious Disease Definition of Disability.]

[Optional;

Infectious Disease Definition of Disability.

During the period preceding the Beginning Date and during the Own Occupation Period you are considered Disabled if you are a Medical Professional, have an Infectious Disease, are not Disabled as a result of any other Sickness, Injury, Pregnancy or Mental Disorder, and:

- * Your right to perform the usual duties you perform in the job you are regularly performing for your Employer is restricted by:
 - (1) your state licensing board;
 - (2) a governing body other than the state licensing board;
 - [Optional;**
 - (3) an authority that grants hospital privileges;]
 - [Optional;**
 - (4) the Employer]; **[Variable;** and/or]
- * You are unable to earn more than **[Variable; 40-100]**% of your **[Optional; Indexed]** Predisability Earnings because of disclosure **[Optional;** or compliance with regulations requiring disclosure] of an Infectious Disease.

Exclusions for Infectious Disease Definition of Disability. You are not covered for a Disability caused or contributed to by any of the exclusions listed in **SECTION 5. EXCLUSIONS AND LIMITATIONS**. You are not covered for a Disability caused or contributed to by an Infectious Disease if:

- * You first test positive for the Infectious Disease at any time before **[Variable;** the effective date of your insurance under the Group Policy or the effective date of an Insurance Increase/your insurance under the Group Policy or an Insurance Increase has been continuously in effect for **[Variable; 30 to 730]** days].
- * You are eligible to receive LTD Benefits for any other Disability.
- [Optional;**
- * You are infected as a result of exposure to an inoculation or vaccine for communicable disease.]
- [Optional;**
- * You have an Infectious Disease for which there is an effective and approved inoculation, vaccine, or treatment that you have refused.]

Definitions For Infectious Disease Disability.

Insurance Increase. This is any of the following:

- * An elective increase in the amount of your LTD Benefit or the length of your Maximum Benefit Period.
- * An elective decrease in the length of time preceding your Beginning Date.
- * The addition of or an increase in any other benefit.

Medical Professional. This is [Variable; a Medical Doctor (M.D.)/Registered Nurse (R.N.)/Licensed Practical Nurse (L.P.N.)/Physician Assistant (P.A.)/Doctor of Dental Surgery (D.D.S.)/Doctor of Medical Dentistry (D.M.D.)] licensed under state law and practicing within the scope of the license.

Infectious Disease. This means you are infected with a disease categorized as communicable by the United States Centers For Disease Control which is potentially threatening to the well being of your patients with whom you come into contact.

The Infectious Disease must not present any physical or mental symptoms that cause you to be otherwise Disabled.

Infection with an Infectious Disease must be proven by a test licensed by the United States Food and Drug Administration and administered by standards established by the United States Centers for Disease Control. Any diagnostic test for an Infectious Disease must not be self administered.]

SECTION 2.10 WHEN BENEFITS END, is amended to add the following option:

Your benefits end automatically on the earliest of:

[Optional:

- * With respect to an Infectious Disease Disability, the date the Infectious Disease no longer presents a reasonable risk of transmission to patients.]

3. **SECTION 2.5 BENEFIT AMOUNTS,** is amended to add the following underlined variations and optional language:

[Optional:

Return To Work Benefit. The Return To Work Benefit will be paid in place of your LTD Benefit, if you are working while Disabled. Your Return To Work Benefit equals the amount determined below.

Amount of Return To Work Benefit:

- * **[Optional:** During the **[Variable; 12 months]** immediately after the date you first return to work], your Return To Work Benefit equals your LTD Benefit minus the amount of your Work Earnings which, when added to your LTD Benefit, exceeds **[Variable; 100%]** of your Indexed Predisability Earnings.

[Optional:

- * After those first **[Variable; 12 months]**, your Return To Work Benefit equals your LTD Benefit minus **[Variable; one-half]** of your Work Earnings.]

- Or -

[Optional:

- * After those first **[Variable; 12 months]**, your Return To Work Benefit equals your LTD Benefit, multiplied by your Loss Of Earnings, divided by your Indexed Predisability Earnings.

Thus, the Return To Work Benefit is determined as follows:

$$\frac{\text{LTD Benefit}}{\text{Indexed Predisability Earnings}} \times \frac{\text{Loss Of Earnings}}{\text{Return To Work Benefit}} =$$

Work Earnings. This is your gross monthly earnings from work you perform while Disabled, including earnings from your Employer or any other employer or self-employment **[Optional; for which you become employed after the date of your Disability. Work Earnings includes any increases, except regularly scheduled increases, in earnings from employment from any other employer or self-employment in which you were engaged prior to the date of your Disability.]** Your earnings will be included in Work Earnings when you have the right to receive them. If you are paid in a lump sum or on a basis other than monthly, the Company will prorate your Work Earnings over the period of time to which they apply. If no period of time is stated, the Company will use a reasonable one.

4. **SECTION 5.1 PREEXISTING CONDITION EXCLUSION**, is amended to add the following options:

[Optional, included with benefits added via amendment after the Policy Effective Date:

Insurance Increase: **[Optional;** This is an elective increase in the amount of your LTD Benefit or the length of your Maximum Benefit Period;] **[Optional;** an elective decrease in the length of your Beginning Date; or] **[Optional;** the addition of or increase in any other benefit.]

-OR-

[Optional;

Insurance Increase. This is an increase in the amount of your benefit, an increase in your Maximum Benefit Period, a decrease in the length of the period before your Beginning Date, or the addition of or increase in any other benefit caused by a change in the provisions of the Policy selected by your Employer.]

5. **SECTION 5.3 LIMITATIONS**, is amended to add the following underlined options:

[Optional:

Alcoholism Or Drug Abuse: Payment of benefits is limited to not more than a total of **[Variable;** ranges from 12 to 36] months for each period of continuous Disability caused or contributed to by your alcoholism, drug addiction, or use of any hallucinogen.]

[Optional:

Mental Disorder And Substance Abuse or Dependency. Benefits will not be provided for more than **[Variable;** ranges from 12 to 60] monthly benefit periods **[Optional; for each period of Disability caused or contributed to by]** **[Optional;** in total for your lifetime for all Disabilities or losses primarily due to] any Mental Disorder, or Substance Abuse Or Dependency. This limitation will not apply if at the end of **[Variable;** ranges from 12 to 60] months of benefits, you are confined in a hospital and are continuously confined thereafter. For purposes of this limitation:

Mental Disorder. This is any disease, condition or disorder, whether organic or inorganic, customarily within the scope of treatment of psychiatrists, psychologists, psychotherapists or counselors. This includes, but is not limited to:

- * psychosis, psychoneurosis, anxiety and depression; and
- * behavioral, adjustment, emotional, personality and stress-related disorders.]

6. In order to provide a **PROGRESSIVE ILLNESS BENEFIT**, the Group Policy is amended to add the following option:

[Optional:

2.20 PROGRESSIVE ILLNESS BENEFIT.

Eligibility. You will be eligible for the Progressive Illness Benefit, if you are **[Optional; first]** diagnosed with a Progressive Illness **[Optional; after you become covered for this benefit under the Group Policy]** **[Optional; or while you were covered for a similar benefit under the Prior Plan]** and you subsequently become Disabled as a result of the Progressive Illness.

Progressive Illness Benefit. If you become Disabled from a Progressive Illness, your Predisability Earnings will be based on the greater of your earnings, as defined in the Predisability Earnings provision, that is in effect on:

- (1) Your last full day of Active Work; or
- (2) If you are a Partner, P.C. Partner, LLC Owner-Employee, Sole Proprietor or S-Corporation Shareholder: the date you have a loss of Predisability Earnings due to the Progressive Illness of at least **[Variable; 10-50%]** of your highest Predisability Earnings within the last **[Variable; 2-5]** tax years, but not prior to your diagnosis of the Progressive Illness.

For all other Members: the date you have a loss of Predisability Earnings due to the Progressive Illness of at least **[Variable; 10-50]** % of your highest Predisability Earnings within the last **[Variable; 2-5]** tax years, but not prior to your diagnosis of the Progressive Illness.

All other terms and conditions of the Group Policy in effect on the date of your Disability will apply.

Progressive Illness. This is a noninfectious Physical Disease which increases in scope or severity over time.

Physical Disease. This is a physical disease entity or process that produces structural or functional changes in the body as diagnosed by a Physician. **[Optional; Physical Disease does not include any Mental Disorders.]]**

7. In order to provide a **PROFESSIONAL LIABILITY PREMIUM BENEFIT**, the Group Policy is amended to add the following option:

[Optional:

2.21 PROFESSIONAL LIABILITY PREMIUM BENEFIT.

The Company will pay a Professional Liability Premium Benefit to you or your Employer for **[Variable; Professional Liability Insurance Premium]** if the premium costs are incurred and paid after you become **[Optional; Partially]** Disabled.

Eligibility. You will be eligible for the Professional Liability Premium Benefit if:

- * With respect to the **[Variable; Professional Liability Insurance Premium]** you, if you **[Optional; are a [Variable; physician], and you]** are **[Optional; Partially]** Disabled;

- * You are **[Optional; Partially]** Disabled and are receiving a monthly LTD Benefit;
- * You or your Employer are not eligible for reimbursement or payment of Professional Liability Premium under any other insurance policy; and
- * You provide the Company with satisfactory Proof Of Loss that:
 - (1) **[Variable; Professional Liability Insurance Premium]** costs were incurred and paid by you or your Employer within **[Variable; 1-24]** months after you became **[Optional; Partially]** Disabled; and
 - (2) Your professional liability carrier has been notified of your **[Optional; Partial]** Disability.

Professional Liability Premium Benefit. The benefit payable is the lesser of:

- * **[Variable; \$1,000 - 100,000]** per **[Optional; Partial]** Disability; or
- * the actual total premiums paid by you or your Employer for **[Variable; Professional Liability Insurance Premium]** for you.

[Optional; In the event that both the Professional Liability ERP Premium Benefit and the Professional Liability Insurance Premium Benefit are payable, the total combined benefits will not exceed **[Variable; \$1,000 - 100,000]** per **[Optional; Partial]** Disability.] [In no event will the combined benefit exceed **[Variable; \$1,000 - 100,000 -or- 1-20** times your Maximum Benefit] in your lifetime].

In no event will the sum of all **[Variable; Professional Liability Insurance Premium]** Benefits exceed the maximums noted above.

Payment of the **[Variable; Professional Liability Insurance Premium]** Benefit will not reduce the LTD Benefit amount for which you are eligible.

The Professional Liability Premium Benefit is payable as a lump sum or in installments dependent upon how you or your Employer are paying the **[Variable; Professional Liability Insurance Premium]**.

Definitions for Premium Liability Benefit.

[Optional;

Professional Liability Extended Reporting Period (ERP) Premium. This means the premium paid by you or your Employer to endorse the professional liability insurance policy that is in force at the onset of Disability. Such endorsement is made in order to extend the reporting period required after the expiration of a claims made basis professional liability coverage policy.]

[Optional;

Professional Liability Insurance Premium. This means the premium paid by you or your Employer for insurance to protect against claims made for professional negligence by act or omission by you in which care provided deviates from accepted standards of practice in the medical community and causes injury or death to the patient. The premium paid must be as a result of an endorsement made to a professional liability insurance policy that was in force at the onset of Partial Disability and the endorsement must be a result of your Partial Disability.]

When the Professional Liability Premium Benefit Ends.

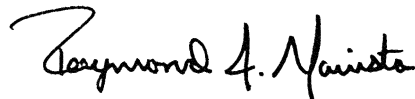
The Professional Liability Premium Benefit will end on the earliest of:

- * with respect to the **[Variable; Professional Liability Insurance Premium]**, the date you are no longer **[Optional; Partially]** Disabled;
- * the end of the Maximum Benefit Period;

- * the date you become eligible for group long term disability insurance benefits with another employer;
 - * the date you die;
 - * the date you are no longer eligible for a monthly LTD Benefit;
 - * the date you are no longer responsible for payment of **[Variable; Professional Liability Insurance Premium]** for yourself;
- [Optional;**
- * the date you or your Employer become eligible for reimbursement for or payment of Professional Liability Premium under another insurance policy;]
- [Optional;**
- * **[Variable; 1-12 months]** from the date the Professional Liability Premium Benefit begins.]]

The Northwestern Mutual Life Insurance Company

By

A handwritten signature in black ink, reading "Raymond A. Maisto". The signature is written in a cursive, flowing style.

Secretary